

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held August 23, 2022, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. **GENERAL FUNCTIONS-OTHER**

- A. Call to Order
- B. Pledge of Allegiance
- C. Texas Pledge of Allegiance
- D. Roll Call
- E. CISD Vision and Mission Statements 5
- F. Trustee Ethical Guidelines 6

2. **OPEN FORUM-OTHER**

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.

3. **BOARD HONORS**

- A. Recognition of CISD Students Who Participated in the National Spelling Bee Contest (Concurso Nacional de Deletreo en Espanol)
Presenter: G. Reveles
- B. Recognition of Garcia Elementary School, Alderete Middle School and Canutillo Middle School Students Who Participated in the Annual GRIT Convocation Ceremonies on July 25, 2022
Presenter: G. Reveles
- C. Recognition of Bill Childress Elementary School for Earning the Student Leadership Award from the Texas Elementary Principals and Supervisors Association
Presenter: G. Reveles
- D. Recognition of the Canutillo High School Student Council for Earning the Designation of Sweepstakes Council by the Texas Association of Student Councils fo the Sixth-Straight Year
Presenter: G. Reveles

E.	Recognition of Canutillo Middle School Teacher Hector Juarez for Winning the Region 19 Secondary Teacher of the Year	
	Presenter: G. Reveles	
4.	PUBLIC HEARING	
	A public hearing will be held regarding the Accelerated Instruction 2022 Summer Education Program Review. The public is invited to attend and provide public comment.	
	Presenter: J. Arellano & Y. Flores	
	A. Approval of Accelerated Instruction 2022 Summer Education Program Evaluation	13
	Presenter: J. Arellano	
5.	PUBLIC HEARING	
	A public hearing will be held regarding the 2022-2023 Property Tax Rate. The public is invited to attend and provide public comment.	
	Presenter: M. Piekarski, C. Pulley	
	A. Approval of Resolution Which Officially Levies the Tax Rate of \$1.30 (\$.9429 + \$.36) for the 2023 School Year	25
	Presenter: M. Piekarski, C. Pulley	
6.	SPECIAL PRESENTATION-OTHER	
	A. LSG CCR Student Outcome Goal Progress	36
	Presenter: J. Arellano	
	B. Discuss and Take Possible Action on Approval of Additional Personnel and Compensatory Adjustments for Certain Personnel in Accordance with Local/Legal Policy DEA	53
	Presenter: M. Carrasco	
7.	BOARD OF TRUSTEE BUSINESS	
	A. Discuss and Take Possible Action to Address TEA Regarding Status and Completion of Corrective Action Plan for INV2018-04-003; INV2018-07-041 and INV2019-10-055	55
	Presenter: S. Coronado, S. Blanco	
	B. Overview of the TASB Summer Leadership Institute Conference on June 15-18, 2022 and the Legislative Advisory Council (LAC) Meeting on June 16, 2022 in San Antonio, TX	
	Presenter: B. Trout	
	C. Overview of the 2022 NALEO Conference in Chicago, IL on June 22-26, 2022	
	Presenter: S. Coronado, P. Mendoza, A. Rodriguez, T. Hernandez	
8.	CONSENT AGENDA-VOTING	
	A. <i>BUSINESS SERVICES</i>	
	1. Approval of the Meeting Minutes	
	a. Approval of the June 28, 2022 Regular Board Meeting Minutes	56
	b. Approval of the August 1, 2022 Special Board Meeting Minutes	64
	c. Approval of the August 15, 2022 Safety and Security Committee Meeting Minutes	68
	d. Approval of the August 15, 2022 Special Board Meeting Minutes	70
	2. Approval of the Monthly Warrant List	73
	Presenter: C. Pulley	
	3. Approval of the Monthly Donations	74

	Presenter: C. Pulley	
4.	Approval of the Budget Amendments	77
	Presenter: C. Pulley	
5.	Year and Quarter Ended June 30, 2022 Investments	81
	Presenter: C. Pulley	
6.	Approval of College Board SAT School Day Contract for Northwest Early College High School and Canutillo High School, in the Amount of \$30,738.00	94
	Presenter: J. Arellano	
7.	Approval of Proposal for Services Between Kids Excel El Paso and Canutillo 15 ISD in the Amount of \$54,000.00 (\$9,000 per Elementary School)	
	Presenter: Dr. M. Reyes	
8.	Approval of Reggio Emilia Inspired Play Based Early Childhood Learning Environments & PreK-3 Montessori Classroom Utilizing Region 19 RFP 20-7373 in the Amount of \$83,939.52	120
	Presenter: J. Arellano	
9.	Approval of E-Rate Consulting Contract Agreement	184
	Presenter: Dr. O. Rico	
10.	Approval of Contract Between Canutillo ISD and Blackboard, Inc. for District and Campus Web, Mass Communication and App Services, Utilizing TIPS Contract 3210101	192
	Presenter: G. Reveles	
11.	Approval of the Renewal of the Lease Agreement Between Canutillo ISD and El Paso Water Utilities - Public Service Board, for the Canutillo Middle School Wastewater Treatment Plant	197
	Presenter: B. Vasquez	
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Approval of the Restated and Amended Interlocal Agreement Between El Paso Community College and Canutillo ISD for the Continued Operation of Northwest Early College High School	202
	Presenter: J. Arellano	
2.	Approval of Proclamation 2014 Adoption of Instructional Materials for New Courses at CHS - Environmental Science Instructional Material	218
	Presenter: J. Arrellano	
3.	Approval of Proclamation 2022 Adoption of Instructional Materials Approvals Alternate Publisher for K-5 Physical and Health Education "Quaver ED"	221
	Presenter: Dr. M. Reyes	
C.	<i>HUMAN RESOURCES</i>	
1.	Approval of Revision to 2022-2023 Canutillo ISD Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule	223
	Presenter: M. Carrasco	
2.	Approval of Renewal of Participation in TASB Risk Management Fund Coverage for Unemployment Compensation	225
	Presenter: J. Barraza	
D.	<i>INTERNAL AUDIT</i>	
1.	Approval of the Internal Audit Charter	244

- Presenter:** R. Lucero
2. Approval of Updated the Internal Audit CFC (LOCAL) Policy **1st Reading** 250
Presenter: R. Lucero
3. Approval of the 2022-2023 Internal Audit Plan 269
Presenter: R. Lucero
9. **EXECUTIVE SESSION**
To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:
- A. Discussion with Legal Counsel Regarding Proposed Resolution Related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates; Pursuant to Texas Government Code Section 551.071
10. **NEW BUSINESS (continued); OTHER**
- A. Discuss and Take Possible Action Related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates
11. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CANUTILLO A Premier District



Vision

Canutillo ISD is the premier district.
We lead today to positively impact tomorrow.

Mission

Canutillo ISD supports and embraces diversity in a multi-cultural society. Our school community thrives in a safe, engaging, inclusive learning environment. We provide equitable opportunities to ensure our future-ready students are inspired to explore, learn, grow and excel.

#BeCanutillo
Tomorrow's Best Today

TRUSTEE ETHICAL GUIDELINES

CANUTILLO INDEPENDENT SCHOOL DISTRICT

1. Student-Centered Focus

- 1.1 I will be continuously guided by what is best for all students of the District.

TRUSTEE ETHICAL GUIDELINES

2. Equity in Attitude

- 2.1 I will be fair, just, and impartial in all my decisions and actions.
- 2.2 I will accord others the respect I wish for myself.
- 2.3 I will encourage expressions of different opinions and listen with an open mind to others' ideas.

3. Honor in Conduct

- 3.1 I will tell the truth.
- 3.2 I will share my views while working for consensus.
- 3.3 I will arrive at conclusions only after discussing all aspects of the issue at hand with my fellow Board members in meetings. I will respect the opinions of others and abide by the principle of majority-rule.
- 3.4 I will base my decisions on fact rather than supposition, opinion, or public favor.

4. Integrity of Character

- 4.1 I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- 4.2 I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- 4.3 I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

5. Trustworthiness in Stewardship

- 5.1 I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- 5.2 I will strive to involve the community by ensuring that it is fully and accurately informed about our schools and will try to interpret community aspirations to the school staff.
- 5.3 I will work to ensure prudent and accountable use of District resources.
- 5.4 I will recognize that authority rests only with the whole Board assembled in meeting and will make no personal promise to take private action that may compromise my performance or my responsibilities.
- 5.5 I will refer all complaints through the proper 'chain of command' within the system and will act on such complaints at public meetings only when administrative solutions fail.

TRUSTEE ETHICAL GUIDELINES

6. Commitment to Service

- 6.1** I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- 6.2** I will diligently prepare for and attend Board meetings;
I will notify, in advance, either the Board President or the Superintendent when I am unable to attend a Board meeting.
- 6.3** I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- 6.4** I will seek continuing education that will enhance my ability to fulfill my duties effectively.



CURRICULUM & INSTRUCTION

CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz

FROM: Jessica R. Arellano, Executive Director of Curriculum & Instruction
Yirah Valverde, Math District Coordinator

DATE: August 23, 2022

RE: Accelerated Instruction Program Evaluation – Summer School

Pursuant to policy EHBC (LEGAL) A district shall provide accelerated instruction to an enrolled student who has taken an end-of-course assessment instrument and has not performed satisfactorily or who is at risk of dropping out of school. A district shall offer before the next scheduled administration of assessment instrument, without cost to the student, additional accelerated instruction to each student in any subject in which the student failed to perform satisfactorily on an end-of-course assessment instrument required for graduation. A district that is required to provide accelerated instruction must separately budget sufficient funds for that purpose. [See CE] A district shall evaluate the effectiveness of accelerated instruction programs and annually hold a public hearing to consider the results, Education Code 29.081 (b), (b-1), (b-2), (b-3), 39.025(b-1).

This Summer of 2022, 8 campuses were open to offer small group instruction to students who qualified for accelerated instruction based on STAAR 2022 performance. Additionally, Canutillo schools must establish Accelerated Learning Committees (ALCs) to develop individual student plans during the summer and prior to the start of the school year, based on the latest STAAR results.

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canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and program, including career and technical education (vocational programs).

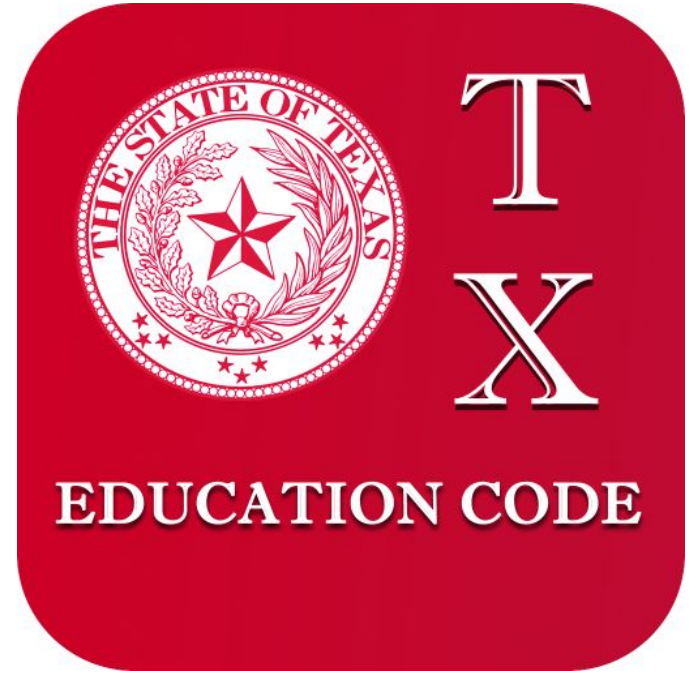
For additional information regarding Canutillo Independent School District's policy of nondiscrimination, contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Rd. | El Paso, TX 79932

Summer 2022 Education Programs



Legislation

House Bill 4545 recently passed in the 87th Regular Legislative Session. The new statute is effective, as of June 16, 2021 and enforced in the 22-23 school year with accelerated instruction practices required during the school year for all students, based on results from STAAR.





**Thank you to
our Board of
Trustees**

For the salary increase this Summer!

Summer 2022

- Teacher PD was on June 3rd PD (full day)
- Most Summer Education Programs took place during June 6-June 16
- Most programs took place Monday through Thursday.
- Most classes were ½ days.



Elementary Summer Programs

- All Elementary
 - HB 4545 Accelerated Instruction
 - STEM Program- Grade 4 and 5
 - Robotics/coding program
 - Kinder Mono - 1 Teacher
 - 1st grade Mono/Bi Combo - 1 Teacher
 - 2nd grade Mono/Bi Combo - 1 Teacher
- ALS
 - PreK & K (72 students) June 6-30th from 7:30-3:30 @ CES
 - Migrant Proj. SMART, 3rd-4th (8 students) from 8:00-12:00 @ CES
- SPED
 - ESY for students with an IEP
- BCE & DDE attended at BCE
- GES & JDE attended at JDE
- CES & PreK and K Emergent Bilingual Summer Program attended at CES.
- RES attended at RES.



Middle School Summer Programs

- All Middle School
 - HB 4545 Accelerated Instruction
 - Bridge Math Program
 - STEM
- ALS
 - Newcomer Program (0-3 yrs in the U.S.), 8 students @ CHS & UTEP from 8:00-4:00, June 20-July 1.
 - Migrant Proj. STEAM, 6-8th from 9:00-2:00 (5 students) @ Medical Center of the Americas, June 20-July 1
- SPED
 - ESY for students with an IEP

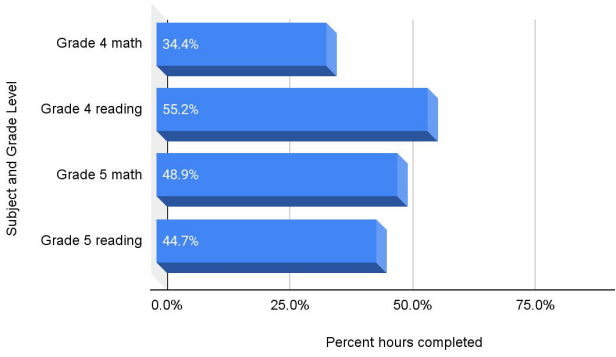


High School Summer Programs

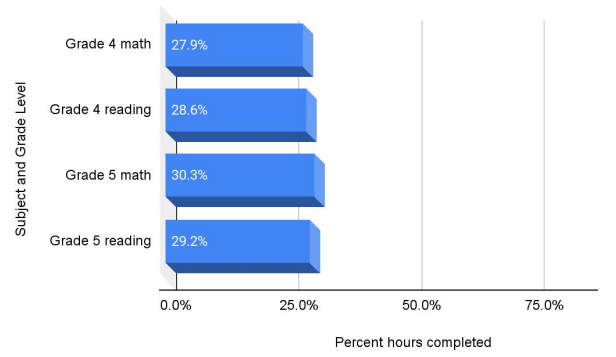
- Both High Schools
 - HB 4545 Accelerated Instruction.
- ALS
 - Newcomer Program (0-3 yrs in the U.S.), 7 students @ CHS & UTEP, July 20-July 1
- CTE Camp- CHS
- Credit Recovery
- Eagle Legacy- June 21-22
- TSI Bootcamp
- STAAR testing
- ESY for students with an IEP



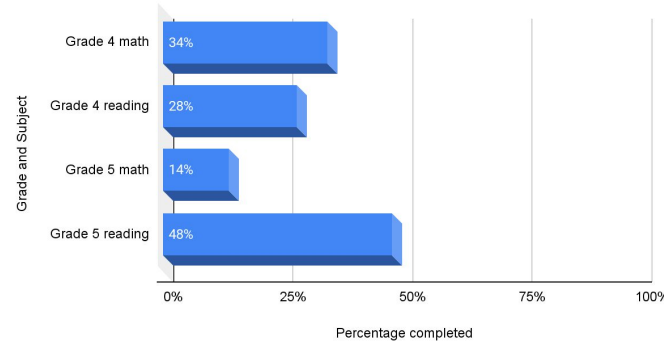
22-23 BCE HB 4545



22-23 CES HB 4545

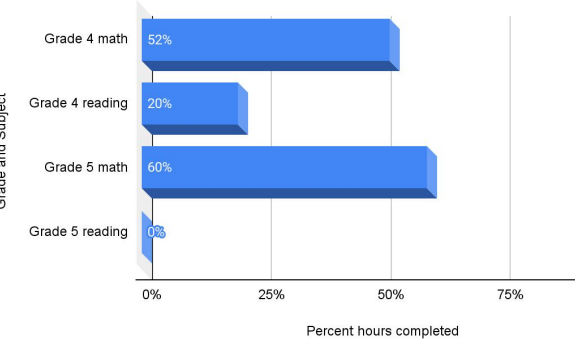


22-23 DDE HB 4545

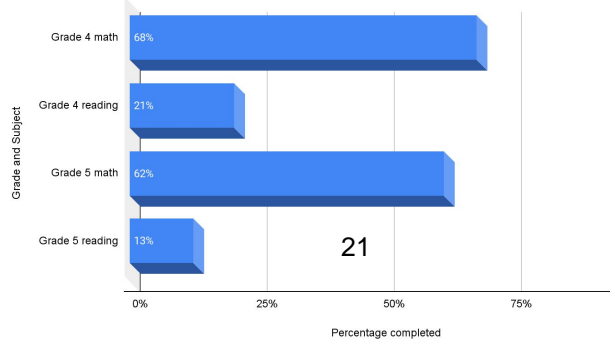


A great head start!

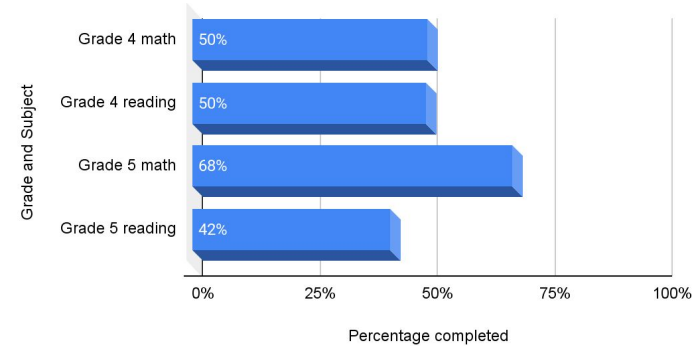
22-23 GES HB 4545



22-23 JDE HB 4545

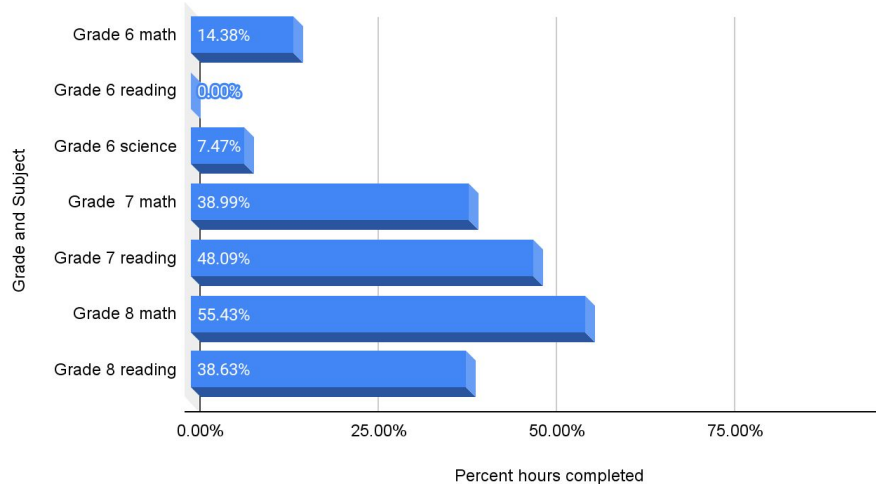


22-23 RES HB 4545

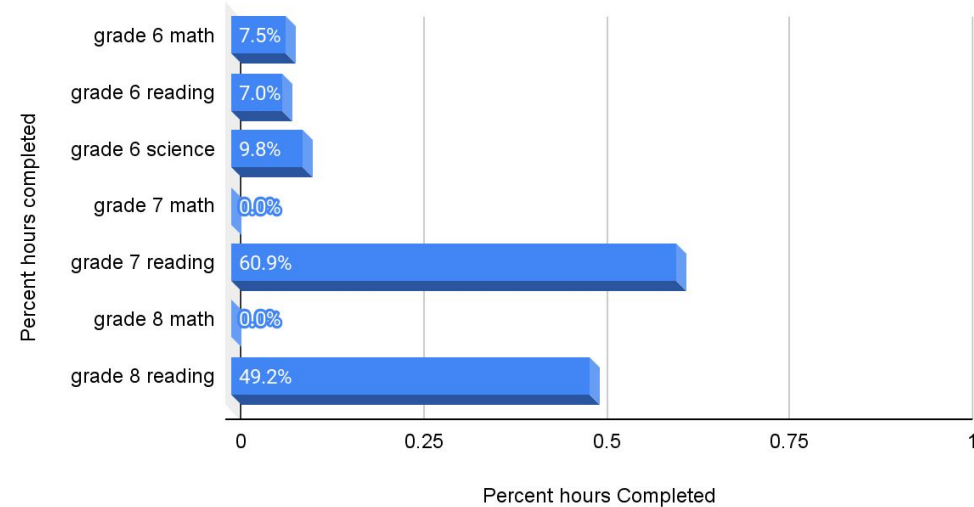


A great head start!

22-23 AMS HB 4545

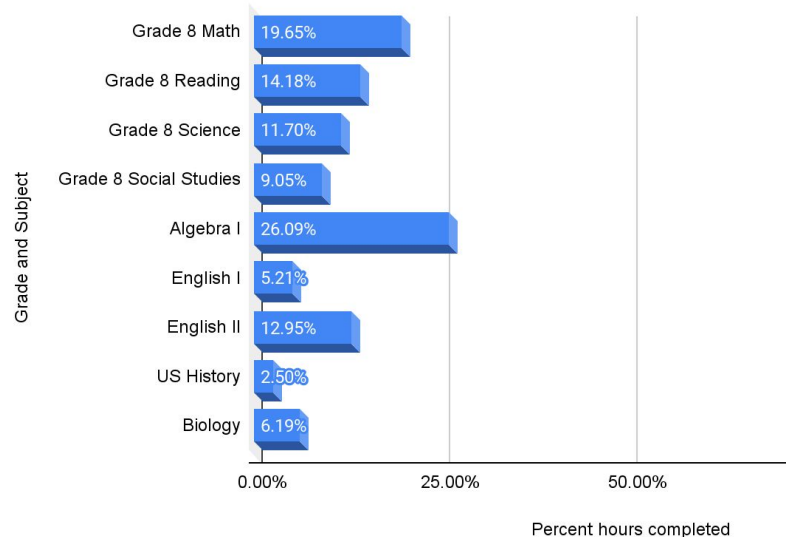


22-23 CMS HB 4545

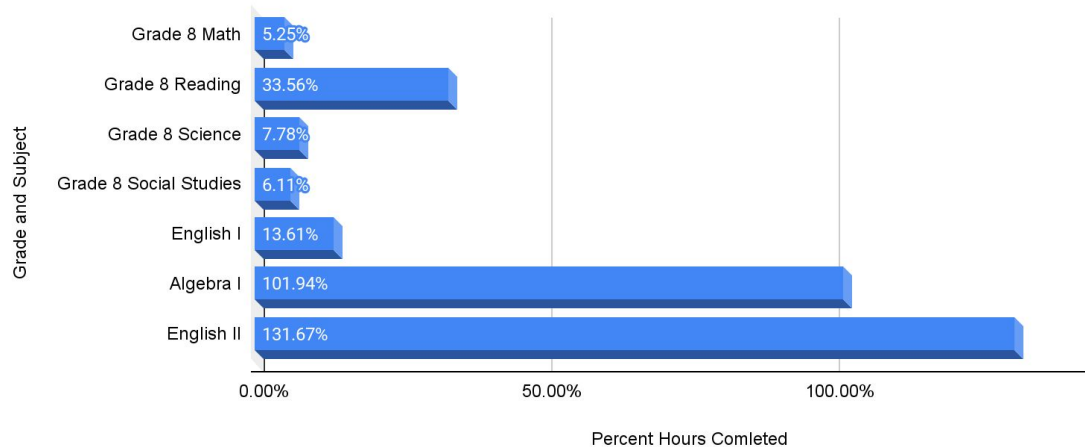


A great head start!

22-23 CHS HB 4545



22-23 NECHS HB 4545



Q&A



**CANUTILLO INDEPENDENT SCHOOL DISTRICT
RESOLUTION TO SET TAX RATE
FOR 2022-2023**

1. Recitals.

The School District has adopted a fiscal year commencing July 1 and ending June 30.

The School District has received the certified taxable property value within the School District from the El Paso Central Appraisal District.

The Board of Trustees has published the Notice of Public Meeting to Discuss the Proposed Budget and Tax Rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public meeting on the proposed tax rate on August 23, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Canutillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per \$100.00 of valuation of property in the School District for the school year 2022-2023 shall be \$.9429
3. The Interest and Sinking Tax Rate per \$100.00 of valuation of property in the School District for the school year 2022-2023 shall be \$0.3600
4. The total tax rate for the 2022-2023 school year shall be \$1.3029
5. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**
6. **THE TAX RATE WILL EFFECTIVELY BE RAISED BY 9.84% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$98.40.**

APPROVED AND ADOPTED on August 23, 2022.

Sergio Coronado, President

Patsy Mendoza, Secretary

CANUTILLO A Premier District

Property Tax Rate Adoption Public Hearing

Fiscal Year 2022-2023

August 23, 2022



2022 -2023 Budget Adopted June 28, 2022



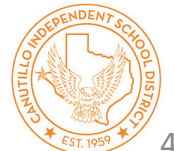
Estimated Revenue

	199	101	599	
	GENERAL FUND	CHILD NUTRITION	DEBT SERVICE	GRAND TOTAL
LOCAL SOURCES	\$30,726,160	\$68,000	\$11,378,154	\$42,172,314
STATE SOURCES	30,378,617	24,000	158,351	30,560,968
FEDERAL SOURCES	2,296,623	5,850,000	0	8,146,623
TOTAL REVENUE	\$63,401,400	\$5,942,000	\$11,536,505	\$80,879,905



Adopted Budget by Function

FUNCTION	DESCRIPTION OF FUNCTION	2022-2023 GENERAL FUND	2022-2023 CHILD NUTRITION	2022-2023 DEBT SERVICE FUND	2022-2023 TOTAL
11	INSTRUCTION	36,458,954			36,458,954
12	INSTRUCTIONAL RESOURCES & MEDIA	807,047			807,047
13	STAFF/CURRICULUM DEVELOPMENT	679,330			679,330
21	INSTRUCTIONAL ADMINISTRATION	551,263			551,263
23	SCHOOL LEADERSHIP	4,301,593			4,301,593
31	GUIDANCE & COUNSELING SERVICES	2,292,739			2,292,739
32	SOCIAL WORK SERVICES	232,710			232,710
33	HEALTH SERVICES	1,034,331			1,034,331
34	STUDENT TRANSPORTATION	2,085,193			2,085,193
35	FOOD SERVICE		5,461,473		5,461,473
36	COCURRICULAR ACTIVITIES	1,734,047			1,734,047
41	GENERAL ADMINISTRATION	3,729,956			3,729,956
51	PLANT MAINTENANCE & OPERATIONS	5,384,230	480,527		5,864,757
52	SECURITY & MONITORING SERVICES	1,173,486			1,173,486
53	DATA PROCESSING SERVICES	1,963,037			1,963,037
61	COMMUNITY SERVICES	28,754			28,754
71	DEBT SERVICE	428,534		11,536,505	11,965,039
81	FACILITIES ACQUISITION/CONSTRUCTION	30,000			30,000
99	OTHER INTER-GOVERNMENTAL CHARGES	486,196			486,196
BUDGET TOTALS		\$63,401,400	\$5,942,000	\$11,536,505	\$80,879,905



Top 10 Taxpayers

Taxpayer Name
Tenet Hospitals Limited
El Paso Outlet Center CMBS LLC
Care Fusion 213 LLC
ROP (River Oaks Properties) Artcraft LLC
Coleman Cable Inc
El Paso Electric Co
B Core NW Corp Center Owner LP
1776 Cimmaron Square LLC
Wal-Mart Stores Inc
Schneider Electric USA Inc

M&O Compressed Voter Approved Tax Rate Calculation

	2021 Tax Year FY2022 Revenue	2022 Tax Year FY2023 Revenue
Maximum Compressed Tax Rate <i>(Set by TEA)</i>	\$0.8441	\$0.8046
Tier 2 (Golden Pennies)	\$0.0800	\$0.0800
Tier 3 (Copper Pennies)	\$0.0583	\$0.0583
Tax Rate	\$0.9824	\$0.9429



Calculated Tax Rate

2022 **Certified** Property Values - **\$3,188,950,611**
Net Taxable Levy

▶ Maintenance and Operations (M & O)

Projected Revenue for Operating Costs (Certified Values / \$100 X \$0.9429 X 98.5%*)	\$ 29,617,586
Proposed M & O Rate Per \$100 Valuation	\$ 0.9429

▶ Debt Service (I & S)

Debt Service Amount (to be paid from property taxes) (Certified Values / \$100 X \$0.36 X 98.5%*)	\$ 11,308,019
Debt Service Tax Rate Per \$100 Valuation	\$ 0.3600

*Projected Revenue at 98.5% Collection Rate

Voter Approved Tax Rate \$1.304670

Impact of Tax Rates on Average Homeowner

	2021	2022	
	Value After CAP	Value After CAP	Change
Avg. Appraised Value	\$ 196,112	\$ 223,258	\$ 27,146
Homestead Exemption	<u>(25,000)</u>	<u>(40,000)</u>	<u>(15,000)</u>
Taxable Value	\$ 171,112	\$ 183,258	\$ 12,146
Tax Rate Per \$100 Valuation	\$ 1.3424	\$ 1.3029	(\$ 0.0395)
Property Tax Levied	\$ 2,297.01	\$ 2,387.67	\$ 90.66
Average Percent Increase in Values = 7.1% Average Percent Increase in Tax Levied = 3.95%			

Board Questions and Public Comment



MOTION:

To Adopt the 2022-2023 Property Tax Rate

Tax Rate Resolution

- ❖ Maintenance & Operation Rate- \$0.9429
- ❖ Interest & Sinking Rate - \$0.36000
- ❖ Total Tax Rate \$1.3029



CURRICULUM & INSTRUCTION

CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz
FROM: Jessica R. Arellano, Executive Director of Curriculum & Instruction
DATE: August 23, 2022
RE: Lone Star Governance (LSG) Student Outcome Goal Progress

Pursuant to the Lone Star Governance (LSG) framework, Canutillo ISD administration is required to update the board on student outcome goals in College, Career Readiness (CCR). According to the adopted LSG calendar, CCR is the focus for the month of July 2022. CCR progress data will be presented for discussion at the August 23, 2022, Regular Board Meeting. This information is being provided to ensure collective awareness toward student outcome progress measures and goals.

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Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and program, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination, contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Rd. | El Paso, TX 79932

CANUTILLO INDEPENDENT SCHOOL DISTRICT
A Premier District



CCR

Lone Star Governance

9 ways to meet CCR

1	TSIA Requirements in BOTH ELAR and Math	TSIA ELAR	+	TSIA Math
		ACT English		ACT Math
		SAT ELA		SAT Math
		College Prep ELA Class		College Prep Math Class

2	AP \geq 3
3	Level I or II Certificate
4	OnRamps \geq 3 hours
5	Dual Credit \geq 3 hours ELA or Math \geq 9 hours across subjects
6	Industry Based Certification
7	Associates Degree
8	IEP Grad Workforce Readiness
9	SPED Advanced Grad Plan

Goal Progress Measures Calendar

LSG Goal #3 CCR The percentage of graduates that earn a CCR indicator will increase from 58% (2021) to 88% by June 2026					
	2022	2023	2024	2025	2026
Goal	64%	70%	76%	82%	88%
Actual	59.1%	40.7% In progress	-	-	-



CCR Points for CLASS OF 2022

As of September 2021



CHS

49.1% met CCR



NWECHS

100% met CCR
40



District

59.1% et CCR



CCR Points for CLASS OF 2023

As of September 2021



CHS

29.2% met CCR

**CHS Counselors will have updated data mid September 2022



NWECHS

41

98.6% met CCR



District

40.7% met CCR



Goal Progress Measures Indicators 3.1, 3.2, 3.3

	LSG Goal #3.1 CCR	LSG Goal #3.2 CCR	LSG Goal #3.3 CCR
	The percentage of graduates earning a dual credit indicator will increase from 37% in June 2021 to 61% by June 2026	The percentage of graduating seniors at or about SAT/ACT criterion will increase from 25% in June 2021 to 45% by June 2026	The percentage of graduation seniors who earned approved industry based certification (IBC) will increase from 5.3% in June 2021 to 30% by June 2026
Baseline 20-21	37%	25%	5%
21-22	(Goal 43%) 31%	(Goal 27%) 30%	(Goal 10%) 41%
22-23 In progress	(Goal 49%) 24%	(Goal 30%) 8%	(Goal 15%) 25%



Dual Credit at CHS 22-23 school year

Course	No. Students	Course	No. Students
Pre-Cal	19	Geology	10
English 3	50	English 4	27
Edu 1300	24	Philosophy	17
Ethics	10	US History	16
Biology	11	Speech	22
Psychology	15	⁴³ Music Appreciation	30

Dual Credit at NWECHS 22-23 school year

9th Grade High School			
9th Grade	Credit	EPCC Course	Credits
Biology Dual	1	BIOL 1306/1106	4
Biology Dual	1	BIOL 1307/1107	4
P/AP Algebra 1 or P/AP Algebra 2	1		
P/AP World Geography	1		
P/AP English 1	1		
Foreign Language 1	1		
Speech DC or Health	0.5	SPCH 1321	3
Learning Frameworks	0.5	EDUC 1300	3
PE	1		
Total Credits	8		14
9th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Speech DC (Optional and if not taken in 9th)	0.5	SPCH 1321	3
10th Grade High School			
10th Grade	Credit	EPCC Course	Credits
P/AP Chemistry	1		
P/AP English 2	1		
P/AP Algebra 2 or P/AP Geometry	1		
AP World History	1		
Foreign Language 2	1		
Economics or (Endorsement Requirement) DC	0.5	ECON 2301 or 1 class EPCC Core Component #8 that applies FOS	3
TSI Writing	0.5	44	
Government	1	GOVT 2305/GOVT 2306	6
TSI Math	1		
Total Credits	8		9

Dual Credit at NWECHS 22-23 school year

10th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Financial Literacy	0.5		
11th Grade High School			
11th Grade	Credit	EPCC Course	Credits
AP Physics 1	1		
English 3	1	ENGL 1301/1302	6
P/AP Geometry or Dual Pre- Calculus	1	MATH 1314 /Math 2412 (Elective)	7
US History	1	HIST 1301/HIST 1302	6
Fine Art	1	ARTS 1301 OR MUSI 1310	3
Student Elective	1		
Student Elective	1		
Student Elective	1		
TSI Mathematics	0		
TSI Writing	0		
Total Credits	8		22
11th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Total Credits	1		6
12th Grade High School			
12th Grade	Credit	EPCC Course	Credits
Science 4	1		
English 4 (DUAL)	1	ENGL 2322 or ENGL 2323	3
Pre-Calculus DUAL or 5t Year Math DUAL	1	MATH 1314/Math 2412 or 2413/2314 or FOS classes	7
Student Elective	1		
Student Elective	1		
Student Elective	1	45	
Student Elective	1		
Student Elective	1		
Total Credits	8		10

Opportunities for CHS Class for 2023

- **College Math and English Prep Courses** instead of TSIA
 - 9 College Math Prep Courses supporting 169 12th graders
 - 8 College English Pre Courses supporting 143 12th graders
- Used **STAAR Exemption** to enroll students in Dual Credit Eng 3
- **TSIA** Targeted Study Camps and Testing once a month
 - Increased enrollment in 9 **dual credit** courses
- **SAT** School Day: October 27, 2022
- Waivers are available for students wanting take **ACT** on a Saturday
- 9 **AP** Courses offered
- **OnRamps**
- Providing guidance to **Special Education Students** to graduate with an Advanced Degree Plan



Opportunity for Class for 2023

Class of 2022 AP Scores
33% Pass Rate
<u>Action Plan</u>
★ Summer 2022 PD for AP teachers
★ Monthly PLC AP skills
★ Book Study
★ Study guides for students
★ Pre-AP

CHS AP Offerings	No. Students
English 3	40
English 4	40
Chemistry	28
Biology	13
Human Geography	55
World History	76
US History	18
Government	53
AB and BC Calculus	27
AP Spanish Lang and Lit	47
	48

NWECHS College Board AP Offerings	No. Students
English 4	70
Human Geography	101
World History	92
Physics	22
AP Spanish Lang	14
Computer Science	32
Environmental Science	116



FAFSA Dates

CHS
October 24, 2022

NWECHS
October 6, 2022

Partnership with  to evaluate CCR

- Through grant from CREEED
- District Steering Committee will meet with ContigoEd
- ContigoED will analyze our CCR data points and will make recommendations for improvement
- Staff, Parents, and Students will be surveyed





Canutillo Independent School District - El Paso Community College
Northwest Early College High School Crosswalk



9th Grade High School			
9th Grade	Credit	EPCC Course	Credits
Biology Dual	1	BIOL 1306/1106	4
Biology Dual	1	BIOL 1307/1107	4
P/AP Algebra 1 or P/AP Algebra 2	1		
P/AP World Geography	1		
P/AP English 1	1		
Foreign Language 1	1		
Speech DC or Health	0.5	SPCH 1321	3
Learning Frameworks	0.5	EDUC 1300	3
PE	1		
Total Credits	8		14
9th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Speech DC (Optional and if not taken in 9th)	0.5	SPCH 1321	3
10th Grade High School			
10th Grade	Credit	EPCC Course	Credits
P/AP Chemistry	1		
P/AP English 2	1		
P/AP Algebra 2 or P/AP Geometry	1		
AP World History	1		
Foreign Language 2	1		
Economics or (Endorsement Requirement) DC	0.5	ECON 2301 or 1 class EPCC Core Component #8 that applies FOS	3
TSI Writing	0.5		
Government	1	GOVT 2305/GOVT 2306	6
TSI Math	1		
Total Credits	8		9
10th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Financial Literacy	0.5		
11th Grade High School			
11th Grade	Credit	EPCC Course	Credits
AP Physics 1	1		
English 3	1	ENGL 1301/1302	6
P/AP Geometry or Dual Pre- Calculus	1	MATH 1314 /Math 2412 (Elective)	7
US History	1	HIST 1301/HIST 1302	6
Fine Art	1	ARTS 1301 OR MUSI 1310	3
Student Elective	1		
Student Elective	1		
Student Elective	1		
TSI Mathematics	0		
TSI Writing	0		
Total Credits	8		22
11th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Total Credits	1		6
12th Grade High School			
12th Grade	Credit	EPCC Course	Credits
Science 4	1		
English 4 (DUAL)	1	ENGL 2322 or ENGL 2323	3
Pre-Calculus DUAL or 5t Year Math DUAL	1	MATH 1314/Math 2412 or 2413/2314 or FOS classes	7
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Total Credits	8		10
Total HS Credits	33	Total EPCC Credits	61

Meeting CCMR Requirements - 2022 Accountability

(2020-21 Graduates and Non-graduating 12th Graders in 2020-21)

	1								2	3	4	5	6	7	8	9	10
	Met TSI Requirements in BOTH Reading and Math								Met AP or IB	Level I or II Certificate	OnRamps	Dual Course Credit	IBC	Assoc Degree	IEP Grad (Workforce Readiness)	SpEd Advanced Grad Plan	Armed Forces**
	TSIA Reading	ACT English	SAT ELA	College Prep ELA	TSIA Math	ACT Math	SAT Math	College Prep Math									
Minimum Requirement	≥ 351 on TSIA 1.0 OR ≥ 945 AND Essay ≥5 on TSIA 2.0	English Score ≥ 19 AND Composite Score ≥ 23	≥ 480	Course Credit (requires Course Sequence Code of 0, 2, 5, or 9 in Code Table C135)	≥ 350 on TSIA 1.0 OR ≥ 950 on TSIA 2.0	Math Score ≥ 19 AND Composite Score ≥ 23	≥ 530	Course Credit (requires Course Sequence Code of 0, 2, 5, or 9 in Code Table C135)	AP ≥ 3 IB ≥ 4	Earned a Level I or Level II certificate	Complete an OnRamps course and qualify for ≥ 3 hours of college credit	≥ 3 hours of dual-course credits in ELA or Math or ≥ 9 hours of dual-course credits cumulated across subjects	Earn an approved industry-based certification (IBC) while in high school	Earn an Associate's Degree prior to graduation	Graduate with completed IEP and workforce readiness	Graduate under an advanced degree plan and be identified as a current special education student	Enlist in the U.S. Armed Forces or the Texas National Guard (TBD if applicable to 2020-21 graduates)
Data Source	THECB	ACT	College Board	TSDS/ PEIMS Course Completion Data Summer 3 Summer 4	THECB	ACT	College Board	TSDS/ PEIMS Course Completion Data Summer 3 Summer 4	College Board or IB	THECB	OnRamps	TSDS/ PEIMS Course Completion Data Summer 3 Summer 4	TSDS/ PEIMS Summer 3 (IBCs earned Sept 1 to May 31) Fall 1 (IBCs earned June 1 to Aug 31)	TSDS/ PEIMS Fall 1	TSDS/ PEIMS Fall 1	TSDS/ PEIMS Fall 1	U.S Dept. of Defense or Texas National Guard
Time Period and Deadline for Data Submission	Tests as of October 2021 admin (October 2011 to October 2021)	Tests as of July 2021 admin (2020-21, 2019-20, 2018-19, and 2017-18 school years)	Tests as of June 2021 admin (2020-21, 2019-20, 2018-19, and 2017-18 school years)	Courses completed during the 2020-21, 2019-20, 2018-19, and 2017-18 school years*	Tests as of October 2021 admin (October 2011 to October 2021)	Tests as of July 2021 admin (2020-21, 2019-20, 2018-19, and 2017-18 school years)	Tests as of June 2021 admin (2020-21, 2019-20, 2018-19, and 2017-18 school years)	Courses completed during the 2020-21, 2019-20, 2018-19, and 2017-18 school years*	Tests as of May 2021 admin (2020-21, 2019-20, 2018-19, and 2017-18 school years)	Certificates earned during the 2020-21, 2019-20, 2018-19, and 2017-18 school years	Courses completed during the 2020-21, 2019-20, 2018-19, and 2017-18 school years	Courses completed during the 2020-21, 2019-20, 2018-19, and 2017-18 school years	IBCs earned by August 31, 2021 (2020-21, 2019-20, 2018-19, and 2017-18 school years)	Degree earned during 2020-21, 2019-20, 2018-19, or 2017-18 school year (by August 31, 2021)	Graduation programs completed by 2020-21 graduation	Graduation programs completed by 2020-21 graduation	Enlistment by December 31, 2021

Yellow = Data source is NOT TSDS/PEIMS

Purple = Data source is TSDS/PEIMS

* While 4 school years are listed, college preparatory courses are designed to help students in the 12th grade who have not demonstrated college readiness in ELA or Math (therefore, in most cases, the course credit should be earned in 2020-21)

** Due to discrepancies between annual enlistment counts for Texas military enlistees aged 17-19 released by the United States Department of Defense and TSDS PEIMS military enlistment data for 2017 and 2018 annual graduates, military enlistment data is excluded from accountability calculations until such data can be obtained directly from the United States Armed Forces. HB 1147 added enlistment in the Texas National Guard as a CCMR measure for military enlistment. It is TBD whether it will apply to 2020-21 graduates.

Partnership with to evaluate CCR

With over 100+ years of collective experience in the education and non-profit management fields, the Contigo Ed team leads the engagement and involvement of other identified stakeholders using a multi-phased approach with distinctive “key” activities and deliverables at each phase of our comprehensive strategic project planning process.

Working in close collaboration and partnership with our clients, Contigo Ed assesses their current processes in preparing every student for postsecondary access and success, ranging from seeking a higher education degree to an industry-accepted credential aligned with high-demand jobs paying a living wage. We work to define the current and necessary resources critical to achieving the client’s objectives, establish interim progress indicators toward their students’ postsecondary outcomes and goals, and create a set of strategic actions that include key recommendations with aligned processes incorporating critical programming structures essential for success.



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: AUG 2022

Subject/Title for Agenda Posting:

Discussion and possible action regarding approval of additional personnel and compensatory adjustments for certain personnel in accordance with Local / Legal Policy, DEA.

Justification Statement:

Strategic Staffing and Compensation due to district needs.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Martha Carrasco, Chief Human Resources Officer

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer.

Signature of Presenter(s)

Business Services Approval (Initials)

Date June 2022

Agenda Summary:

Discussion and possible action regarding approval of additional personnel and compensatory adjustments for certain personnel in accordance with Local / Legal Policy, DEA. This strategic staffing and compensation revision will ensure that the district targets specific locations where needs have been identified, targeting three main areas: Instructional, Safety and Security, and Departmental. These vertical alignment propositions directly affect and support students.

RECOMMENDATION: That the Board of Trustees approve recommendations made by administration.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$1,161,646.24

ACCOUNT
NO(S): Fund Balance

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid): N/A

REQUESTING DEPARTMENT:
HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

The Strategic Staffing and Compensation plan will not be implemented.

IMPLEMENTATION TIMELINE:
2022-2023 fiscal year, as soon as practical.

ATTACHMENT(S): Position Request Data



INSTRUCTIONAL REQUESTS

Department	Current Position	Change Type	Proposed Position	Est. Amount
SpEd Department	Additional Position	AP4	(1) Diagnostician	\$ 75,892.00
SpEd Department	Additional Position	Teacher PS	(1) SPED Lead Teacher	\$ 62,575.00
SpEd Department	Additional Position	AP5	(1) Psychologist	\$ 77,143.00
SpEd Department	Additional Position	IS4	(4) SPED Aides	\$ 106,456.00
SpEd Department	Additional Position	Teacher PS	(1) HomeBound Teacher	\$ 62,575.00
<i>Minimum Estimate Cost</i>				\$ 384,641.00
Montesori Teachers	Additional Position	New FTE AP - 1	(2) Montesori Teacher	\$ 108,460.00
PEZ Teachers	Additional Position	New FTE Teacher PS	(5) Teacher	\$ 312,875.00
<i>Minimum Estimate Cost</i>				\$ 421,335.00
				\$ 805,976.00

SAFETY & SECURITY REQUESTS

Department	Current Position	Change Type	Proposed Position	Est. Amount
Safety / Security	Senior Police Officer [PCN3932]	Upgrade AP1 - AP3	(1) Chief of Police	\$ 9,945.44
Safety / Security	Police Officer	New FTE AX8	(1) Police Officer	\$ 48,800.00
Safety / Security	Risk Management & Safety Clerk [PCN3843]	Upgrade AS6 - AS8	(1) Risk Management-Safety Specialist	\$ 10,321.92
Safety / Security	Dispatcher	New FTE AX6	(1) Dispatcher	\$ 41,538.56
Safety / Security	Security Guard [PCN3772]	Upgrade AX4 - AX8	(1) Police Officer	\$ 20,840.00
<i>Minimum Estimate Cost</i>				\$ 131,445.92
				\$ 131,445.92

DEPARTMENT REQUESTS

Department	Current Position	Change Type	Proposed Position	Est. Amount
Financial Services	Accountant [PCN3764]	Upgrade AP2 - AP5	(1) Finance Assistant Director	\$ 20,142.08
Financial Services	Receptionist [PCN3141]	Upgrade AS2 - AS7	(1) Administrative Asstant	\$ 14,389.76
Financial Services	AP Specialist [PCN730]	Upgrade AS6 - AS7	(1) Account Payables & Travel Specialist II	\$ 1,344.00
Financial Services	Payroll Specialist [PCN2705]	Upgrade AS6 - AS7	(1) Payroll Specialist II	\$ 1,344.00
Financial Services	Payroll Supervisor [PCN741]	Upgrade AP2 - AP3	(1) Business Manager	\$ 4,592.00
<i>Minimum Estimate Cost</i>				\$ 41,811.84
Human Resources	Senior Certification Specialist [PCN3844]	Upgrade AP2 - AP3	(1) Hiring Manager	\$ 4,592.00
Human Resources	HR Assistant Director [PCN3846]	Increase wordays	From 224 to 244 days *Safety and Security	\$ 7,135.40
Human Resources	Substitute Coordinator [PCN1231]	Upgrade AS6 - AS8	(1) HR Generalist	\$ 4,587.52
<i>Minimum Estimate Cost</i>				\$ 16,314.92
Custodians	\$15/HR Starting Pay for Custodians	Upgrade Payscale	District-wide	\$ 151,887.00
PIO	Additional Position	New FTE AS - 2	(1) PIO Clerk	\$ 27,793.92
Student Support	Additional Position	New FTE AS - 1	(1) Receptionist	\$ 27,955.20
<i>Minimum Estimate Cost</i>				\$ 207,636.12
GRAND TOTAL				\$ 1,203,184.80
				\$ 265,762.88

* Amounts are estimated costs only projecting base salary.



BOARD OF TRUSTEES

CANUTILLO A Premier District

August 23, 2022

VIA ELECTRONIC MAIL:

David.ellis@tea.texas.gov

David Ellis, M. Ed. – Investigator VI
Special Investigations Unit
Division of Governance and Accountability

Re: Canutillo ISD Corrective Action Plan
INV2018-04-003
INV2018-07-041
INV2019-10-055

Dear Mr. Ellis:

On behalf of the Board of Trustees of Canutillo ISD, I am requesting that the Corrective Action Plan agreed to in January of 2020 be deemed completed and the District be released of further obligations under the CAP. All items required under the agreed CAP have been completed in full with the exception of a single training item. Specifically, the Board of Trustees agreed to complete LSG training as part of the CAP. This was obviously delayed by COVID closures and related issues that prevented the group training and meetings. Nevertheless, the majority of the Board completed the training on January 4-5, 2019 and May 21-22, 2021 with the exception that a single trustee, Laure Searls, who refused to participate in the training. The fact that a single board member refused to complete the training with her fellow trustees should not affect the completion of the CAP. The Board requests that the CAP be accepted as completed and the matter closed.

Sincerely,

Canutillo ISD Board of Trustees

By: _____
Sergio Coronado, Board President

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7400
F: (915) 877-7525
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **5:32 p.m.** by Board President Coronado.

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

1.D. Roll Call

Present: Trustees Coronado, Hernandez, Mendoza, Payan, Rodriguez, Searls and Trout

1.E. CISD Vision and Mission Statements

The Vision and Mission Statements were read by Trustee **Hernandez** and Trustee **Searls**, respectively.

2. OPEN FORUM - OTHER

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District Policy BED (Local):

Each participant will be limited to THREE MINUTES to make comments to the Board. The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.

Bernardo Barela addressed the board regarding safety and security concerns. He asked if Canutillo ISD administration has spoken with Officer Kluge about a safety plan? He stated that there has not been any safety and security meetings in a while. Mr. Barela also expressed concern over Canutillo ISD not having any of their officers attend the recent active shooter training that was held for all local law enforcement. He continued by stating that student drop off and pick up is a nightmare and feels that there should be armed security at the elementary schools. Mr. Barela concluded by expressing concerns regarding Dr. Ocaranza and the COVID vaccine.

3. BOARD HONORS

3.A. Recognition of the Class of 2022 Valedictorians and Salutatorians for Canutillo High School and Northwest Early College High School

Canutillo High School students Anissa Sofia Mendez, Valedictorian and Katia Villalva, Salutatorian were recognized for their achievements.

Northwest Early College High School students Sophia Montenegro, Valedictorian and Lindsay Calvillo, Salutatorian were recognized for their achievements.

3.B. Recognition of the Canutillo High School Band and Choir for Earning Sweepstakes Ratings at the UIL Regional Concert and Sightreading Evaluation Competition

The Canutillo HS band and Choir were recognized for their achievements.

3.C. Recognition of the Canutillo High School Baseball Team for Earning the District 2-5A and Class 5A Bi-District Championships

The Canutillo HS boys baseball team was recognized for their championships.

4. EXECUTIVE SESSION

To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code

The meeting was closed at 5:56 p.m. under Texas Government Code Sections 551.071, 551.072 and 551.074.

4.A. Consultation with Legal Counsel Regarding Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates; Pursuant to Texas Government Code Section 551.071

4.B. Discussion Regarding Possible Sale of District Owned Real Property; Pursuant to Texas Government Code Sections 551.071 and 551.072

4.C. Discussion Regarding Administration's Recommendation for Canutillo Elementary School Principal; Pursuant to Texas Government Code Section 551.074

4.D. Discussion Regarding Administration's Recommendation for Curriculum and Instruction Executive Director; Pursuant to Texas Government Code Section 551.074

4.E. Discussion Regarding Administration's Recommendation for Finance Executive Director; Pursuant to Texas Government Code Section 551.074

5. NEW BUSINESS (continued); OTHER

The meeting reconvened at 6:38 p.m. into Open Session.

5.A. Discuss and Take Possible Action related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates

Mr. Steve Blanco, Legal Counsel for Canutillo ISD stated that he gave the board an update on the status of the current Rate 41 case and parties are at the point where a settlement has been proposed. He stated that outlined settlement terms were given to the board in closed session and asked for authorization to complete the terms of that settlement agreement so long as they remain the same; otherwise, he will come back in August to address any issues.

It was motioned by Trustee **Payan**, seconded by Trustee **Trout** and passed with six affirmative votes to move forward with the recommendation presented to the board by Legal Counsel.

Trustee Hernandez abstained.

5.B. Discussion and Possible Action Regarding Sale of District Owned Real Property to Include Evaluation of Offers and Status

Mr. Steve Blanco stated that Mr. Chad McCleskey provided the board an update regarding the parcels or property in question. He stated that one sealed bid was returned. Mr. Blanco requested for approval to move forward with issuance of a formal letter of intent for the property in the cap carter subdivision. brought back for appropriate resolutions mot

It was motioned by Trustee **Mendoza**, seconded by Trustee **Payan**, and passed with five affirmative votes to move forward with the recommendation presented to the board by Legal Counsel.

Trustees Searls and Trout voted no.

5.C. Discussion and Possible Action Regarding Administration's Recommendation for Canutillo Elementary School Principal

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Searls**, and unanimously passed to approve administration's recommendation of **Esteban Alvarez** as Canutillo Elementary School Principal.

5.D. Discussion and Possible Action Regarding Administration's Recommendation for Curriculum and Instruction Executive Director

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Trout**, and unanimously passed to approve administration's recommendation of **Jesica Arellano** for Curriculum and Instruction Executive Director.

5.E. Discussion and Possible Action Regarding Administration's Recommendation for Finance Executive Director

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Searls**, and unanimously passed to approve administration's recommendation for **Cristina Pulley** as Finance Executive Director.

6. PUBLIC HEARING

6.A. Public Hearing Regarding the Proposed 2022-23 Annual Budget. The public is invited to attend and provide public comment.

Ms. Martha Piekarski presented the annual budget. Ms. Cristina Pulley also assisted in presenting. She went through the presentation and made note that this was the same presentation that had previously been presented to the board. Ms. Piekarski stated that the only change would be the compensation in which the board had approved a 3% increase across the board.

Bernardo Barela addressed the board and stated that safety and security tied to a bond should be seen as a failure if you are asking for that money now. He said the board should've come out today and said this is what we are going to do. He hopes that this can be seen and hopes everyone can come together so something can be done. He stated that he would've placed all of ESSER funds to safety and security and feels that the community would have cheered on the board.

Breanne Barnes addressed the board and stated that it was hypocritical to say we need a bond. She stated that the facilities master plan should have included safety and security.

Trout asked for an update on spending. Ms. Pulley stated that currently for ESSER the budget is approximately \$10.7 million. She continued by stating that \$3 million has been spent and \$2.4 million from general fund for salaries have been moved into esser for upcoming school year to do the pay increase.

Trustee Rodriguez asked what happens when ESSER funds run out. Ms. Piekarski stated that there is a lot of detail involved and is requesting to bring this back to discuss. Records will be kept on amounts being utilized so that when they run out it can be justified.

Trustee Coronado requested to have this item brought back to August mtg to discuss what can happen if bond is not passed and referendum on tax rate. He requested a presentation for August.

Trustee Payan asked in relation to property values going up are we addressing the issue of property values versus the tax rate or does the state do it? Ms. Pulley stated that Canutillo ISD sets the tax rate and the El Paso Central Appraisal District deals with property values. Ms. Piekarski added, if we continue to grow faster than the state of texas it will help with our decompression.

6.B. Discuss and Take Possible Action Regarding the Approval of the 2022-23 Annual Budget

It was motioned by Trustee **Trout**, seconded by Trustee **Searls**, and unanimously passed to approve the 2022-23 Annual Budget by funded functions as presented.

7. SPECIAL PRESENTATION-OTHER

7.A. Discussion Regarding Lone Star Governance (LSG) Student Outcome Goal 1, Reading and Goal 2, Math

This item was presented as an update only. There was no action on this item.

7.B. Discuss and Take Possible Action on Approval of the Resolution of the Board to Designate an Individual Authorized to Calculate the No-New-Revenue Tax Rate, the Voter-Approval Tax Rate and Other Truth-in-Taxation

It was motioned by Trustee **Searls**, seconded by Trustee **Trout**, and unanimously passed to approve the Resolution of the Board to Designate an Individual Authorized to Calculate the No-New-Revenue Tax Rate, the Voter-Approval Tax Rate and Other Truth-in-Taxation

8. CONSENT AGENDA-VOTING

It was motioned by Trustee **Trout**, seconded by Trustee **Searls**, and unanimously passed to approve the consent agenda as presented.

8.A. BUSINESS SERVICES

8.A.1. Approval of the Meeting Minutes

8.A.1.a. Approval of the March 23, 2022 Special Board Meeting Minutes

8.A.1.b. Approval of the May 24, 2022 Regular Board Meeting Minutes

8.A.2. Approval of the Monthly Financials

8.A.3. Approval of the Monthly Warrant List

8.A.4. Approval of the Monthly Donations

8.A.5. Approval of the Budget Amendments

8.A.6. Approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and Review and Approval of the Investment Policy

8.A.7. Approval to Enter into Inter-Local Agreement Between Canutillo ISD and Equalis Group

8.A.8. Approval to Purchase From Advanced Network Management, Inc. to Complete the E-Rate Project Solution for the District Utilizing DIR-TSO-4167 in the Amount of \$166,480.66

8.A.9. Approval of Subscription Renewal with Frontline Education System Providing TEAMS Information Systems Maintenance and Support, in the Amount of \$138,398.08

8.A.10. Approval of Cooperating Program Agreement and Data Sharing Agreement 22-23 OnRamps Dual Enrollment Program Through UT Austin

8.B. CURRICULUM AND INSTRUCTION

8.B.1. Approval of MOU Between Canutillo ISD and Region 19 Headstart

8.B.2. Approval of MOU Center on Teaching and Learning and Canutillo ISD ROOTS Replication: A Systematic Replication of a Tier 2 Kindergarten Mathematics Intervention

8.B.3. Approval of MOU Between Canutillo ISD and Meadows Center for Preventing Educational Risk

8.B.4. Approval of Partnership Between LearnPlatform and Canutillo ISD to Conduct Rapid Cycle Evaluations

8.B.5. Approval of Interlocal Agreement Between El Paso MHMR dba Emergence Health Network and Canutillo ISD

8.B.6. Approval of Memorandum of Agreement (MOA) for El Pasoans Fighting Hunger Food Bank and Canutillo ISD

8.B.7. Approval for Stipends for Teachers Serving as Mentors for UTEP Teacher Residents in the Amount of \$500 per Semester

8.C. HUMAN RESOURCES

8.C.1. Approval of Board Resolution Regarding Mental Health and Wellness Leave Benefit to Employees for the 2022-2023 School Year

Trustee Rodriguez asked if substitutes had been looked into. Ms. Martha Carrasco, Chief Human Resources Officer, answered yes and stated that continuous interviews to recruit substitutes are being held. She also stated that the employee must seek supervisor approval and have the request approved a couple of days in advance. These are paid days given to employees that they will be able to use accordingly.

8.C.2. Approval of Revisions to the Child Nutrition Uniform Stipend for the 2022-2023 School Year

9. ADJOURNMENT

The meeting adjourned at **8:23 p.m.** under unanimous consent.

Presented to the Board of Trustees for approval on **August 23, 2022**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **5:08 p.m.** by Board President Coronado.

1.B. Roll Call

Present: Trustees Coronado, Mendoza, Payan, Rodriguez, Searls and Trout
Absent: Trustee Hernandez

2. OPEN FORUM - OTHER

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

Each participant will be limited to THREE MINUTES to make comments to the Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.

Crystal Salcido addressed the board regarding classroom safety and gave a presentation on a door lock system that she has created. Her information was provided to the board.

Bernardo Barela addressed the board regarding land sale.

Sergio Martinez addressed the board regarding the master plan and commended Canutillo ISD, specifically Dr. Galaviz and Mr. Gustavo Reveles on their planning efforts and information that was provided at the previous board meeting.

3. BOARD BUSINESS

- 3.A. Discussion and possible action to amend District of Innovation Plan to address criteria for hiring instructional personnel and assignment of instructional personnel.

Julie Melendez & Dr. Kerney presented on the item and requested to amend the District of Innovation Plan to add the Montessori program.

Trustee Mendoza requested to have follow-up on the Montessori program with quarterly updates, if possible.

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Trout** and unanimously passed to amend the District of Innovation Plan to address criteria for hiring instructional personnel and assignment of instructional personnel.

- 3.B. Financial Advisor updates regarding the districts' potential bond capacity and rates.

Ms. Piekarski stated that she did not have a presentation but was available for questions. Ms. Martha Piekarski, Mr. Paul Braden and Mr. Rudy Mejia answered questions from the board.

Trustee Rodriguez asked what the capacity was and what other districts were doing. Mr. Mejia stated that inflation has gone up and interest rates have doubled. The cost to borrow money has doubled from last year. He also stated that other districts are taking advantage of additional capacity on the back end. Mr. Mejia said that Canutillo ISD is in a good financial position.

Dr. Galaviz asked if 16 years of debt was good or bad. Mr. Mejia stated that it was good, as typically, outstanding debt is for 30 years.

This item was for information only. There was no action.

- 3.C. Discussion and possible action regarding Bond 2022.

Mr. Gustavo Reveles and Mr. Bruno Vasquez presented on this item.

This item was for information only. There was no action.

4. EXECUTIVE SESSION

To consult with attorney under 551.071, 551.072 and 551.074 of the Texas Government Code:

The meeting was closed at 5:18 p.m. under Texas Government Code Sections 551.071, 551.072 and 551.074.

- 4.A. Discussion regarding Administration's recommendation for Northwest Early College High School (NWECHS) principal, pursuant to Texas Government Code Section 551.074.
- 4.B. Discussion regarding possible sale or dedication of real property within the Cap Carter subdivision to include certain easements and roads, pursuant to Texas Government Code Sections 551.071 and 551.072

5. NEW BUSINESS (continued)

The meeting reconvened at 5:55 p.m. into Open Session.

- 5.A. Discussion and possible action regarding Administration's recommendation for Principal at Northwest Early College High School (NWECHS).

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Payan** and passed with five affirmative votes to approve administration's recommendation of Mr. **Frank Clark** for Principal at Northwest Early College High School (NWECHS).

Trustee Trout voted no.

- 5.B. Discussion and possible action regarding sale or dedication of real property within the Cap Carter subdivision to include certain easements and roads.

Mr. Steve Blanco, Legal Counsel for Canutillo ISD presented and stated he would be taking this item as two parts.

Mr. Blanco requested an amendment to remove lot #7 part of Cap Carter from the Letter of Intent, close the transaction and allow Dr. Galaviz to sign any documents in reference to this item.

It was motioned by Trustee **Payan**, seconded by Trustee **Mendoza**, and passed with four affirmative votes to move forward with the recommendation presented to the board by Legal Counsel.

Trustees Searls and Trout voted no.

Mr. Blanco recommended the Board authorize the purchase sale agreement and letter of intent to transfer to BRE LLC with the agreement that Canutillo ISD will retain easement to use the road that currently runs through Lot #8.

It was motioned by Trustee **Payan**, seconded by Trustee **Mendoza**, and passed with four affirmative votes to move forward with the recommendation presented to the board by Legal Counsel.

Trustees Searls and Trout voted no.

6. **ADJOURNMENT**

The meeting was adjourned at **7:42 p.m** under unanimous consent.

Presented to the Board of Trustees for approval on **August 23, 2022**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at 5:06 p.m. by Board President Coronado.

1.B. Roll Call

Committee Members Present:

Bernardo Barela
Juana Gutierrez
Amber Whitely
Jesus Ramos
Lilia Maldonado
Jose Barraza
Ofcr. Kluge
Gustavo Reveles
Rachel Sarabia

Board Members Present:

Sergio Coronado
Patricia Mendoza
Salvador Payan
Armando Rodriguez
Laure Searls
Blanca Trout
Pedro Galaviz

Absent: Tristan Hernandez

2. EXECUTIVE SESSION

To Consult with Attorney Under Section 551.076 of the Texas Government Code:

The meeting was closed at 5:08 p.m. under Texas Government Code Sections 551.076.

2.A. Discussion and review of the deployment and implementation of security devices, personnel and to review the District's security audit to include TEA Exterior Door Safety Audit, District EOP, Threat Safety Plan, Response Protocols and access controls.

3. NEW BUSINESS (continued); OTHER

The meeting reconvened at 7:57 p.m. into Open Session.

3.A. Discuss and Take Possible Action Regarding the Review of the Deployment and Implementation of Security Devices, Personnel and to Review the District's Security Audit to Include TEA Exterior Door Safety Audit, District EOP, Threat Safety Plan, Response Protocols and Access Controls.

Board President Coronado stated that the board concluded their discussion in executive session and have given instruction to Administration on how to proceed.

4. ADJOURNMENT

The meeting was adjourned at 7:59 p.m. under unanimous consent.

Presented to the Board of Trustees for approval on August 23, 2022. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **8:00 p.m.** by Board President Coronado.

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

1.D. Roll Call

Present: Trustees Coronado, Mendoza, Payan, Rodriguez, Searls and Trout

Absent: Trustee Hernandez

2. OPEN FORUM-OTHER

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

Each participant will be limited to THREE MINUTES to make comments to the Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.

Breanne Barnes addressed the board regarding conflicts. She requested to have all of her comments placed on the record. [no audio available]

Bernardo Barela addressed the board regarding misinformation on Covid. He stated that misinformation was being given. He also addressed the board regarding safety and security and requested a second opinion.

Sergio Martinez addressed the board regarding misinformation given by other members of the public.

3. SPECIAL PRESENTATION-OTHER

3.A. Consider and Approve a Resolution Providing for the Defeasance and Calling for Redemption of Certain Currently Outstanding Debt Obligations of the District; Directing that Authorized District Officials Effectuate the Redemption of Such Obligations; and Other Matters in Connection Therewithin

It was motioned by Trustee **Payan**, seconded by Trustee **Trout** and unanimously passed to approve the Resolution.

4. BOARD BUSINESS

4.A. Discussion and Take Possible Action Regarding Bond 2022

Mr. Gustavo Reveles presented on the Community Bond Sentiment. This included results from a survey conducted with the input of the community members, parents/guardians, staff and students.

Mr. Bruno Vasquez presented information regarding the proposed bond projects.

This item was for information only. No action was taken.

5. EXECUTIVE SESSION

To consult with attorney under 551.071, 551.072, 551.074 and 551.076 of the Texas Government Code:

5.A. Discussion Regarding Safety and Security Audit/Assessment Under Section 551.076 of the Texas Government Code

This item was discussed in Executive Session during the Safety and Security Committee meeting posted for August 15, 2022 at 5:00 p.m. No other discussion was had during this meeting.

6. NEW BUSINESS (continued); OTHER

6.A. Discuss and Take Possible Action Regarding Safety and Security Audit/Assessment

This item was discussed during the Safety and Security Committee meeting posted for August 15, 2022 at 5:00 p.m. No other discussion was had during this meeting.

7. ADJOURNMENT

The meeting was adjourned at **8:44 p.m.** under unanimous consent.

Presented to the Board of Trustees for approval on **August 23, 2022.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Board of Trustees

Meeting Date: 8/23/2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board acceptance of June and July 2022 Donations Report

Justification Statement: Presentation for your review and acceptance of the donations report for donations received in June and July and additional donations reported this month, not reported previously

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Cristina Pulley *Cristina Pulley*

Signature of Requester(s)
Cristina Pulley *Cristina Pulley*

Signature of Presenter(s)
Elizabeth Sida *[Signature]* 8/9/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

Financial Services Department presents the following donations report of donations received in June, 2022 and additional donations received in May. There were no donations received in the month of July, no web donations were received in June or July.

RECOMMENDATION: Administration recommends that the Board accept this donations report as presented

PRIOR BOARD ACTION: Yes AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$4,340.08

ACCOUNT NO(S): NA

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
NA

REQUESTING DEPARTMENT:
NA

CONSEQUENCES OF NON-APPROVAL:
NA

IMPLEMENTATION TIMELINE:
NA

ATTACHMENT(S): ✓ June-July Donations Report



Donations to Canutillo ISD received June and July 2022

This report includes donations received in June and July, 2022. Report also includes additional donations received in May that were reported after June bo

Submitted for Board Approval: August 23, 2022							
Date	Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
5/16/2022	John Kilgore	1177 Marabella	El Paso, TX 79932	Cash	Canutillo High School, FFA Dept	for FFA Department	\$ 100.00
5/19/2022	Raytheon Technologies Charity Custodial	19502 Roland Clark Place, Suite 300	Reston, VA 20191	Check 2897	Canutillo High School, Math Team	Math Team Expenses	\$ 501.08
5/20/2022	John Kilgore	1177 Marabella	El Paso, TX 79932	Cash	Canutillo High School, FFA Dept	FFA Expenses	\$ 100.00
5/25/2022	Michael Flores	637 Vern Butler Dr	El Paso, TX 79932	Check 2565	Canutillo High School, Dance	Dance Expenses	\$ 627.00
6/2/2022	Dorian Flores - Booster Club	1052 Dona Beatriz	El Paso, TX 79932	Cash	Canutillo High School, DanceTeam	Dance Team Expenses	\$ 1,392.00
6/3/2022	Dorian Flores - Booster Club	1052 Dona Beatriz	El Paso, TX 79932	Cash	Canutillo High School, Dance	Dance Team Expenses	\$ 620.00
6/14/2022	For the Love of Dance Studio c/o Jenny Pearce	725 Green Cove Dr	El Paso, TX 79932	Check	Canutillo High School, Dance	Dance Expenses	\$ 1,000.00
	No July Donations						
	No On-Line Donations for June & July						\$ -
						DONATIONS TOTAL	\$ 4,340.08

CISD Approved Online June and July 2022 Donations

Date	Item Name	Amount	Purchaser First Name	Purchaser Last Name	Address 1	Address 2	City	State	Zip
	NO ONLINE DONATIONS RECEIVED JUNE OR JULY 2022								
	Total Online Donations	-							

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director of Financial Services

DATE: August 1, 2022

SUBJECT: Budget Amendments for July 2022

Budget Amendments submitted are summarized below for your review and consideration.

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

11 Instruction + 12 Instructional Resources/Media Services +
13 Curriculum/Staff Development + 31 Guidance/Counseling Services

BJE 342660 - This budget amendment will transfer funds for the installation of a camera door lock and keyless entry. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.61.6411.00.920.99	Employee Travel	\$ 3,600	\$ (1,000)	\$ 2,600
199.61.6499.00.920.99	Miscellaneous. Operating Expense	\$ 3,500	\$ (653)	\$ 2,847
199.61.6399.00.920.99	General Supplies	\$ 3,681	\$ (1,000)	\$ 2,681
199.51.6299.00.920.99	Miscellaneous. Contracted Services	\$ 0	\$ 2,653	\$ 2,653

BJE 342665 – This budget amendment will reallocate funds contracted services to College, Career and Military Readiness student supplies. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.13.6299.00.916.38	CCMR-Miscellaneous Contracted Services	\$ 13,997	\$ (10,000)	\$ 3,997
199.11.6399.00.916.38	CCMR-General Supplies	\$ 0	\$ 10,000	\$ 10,000

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7516
F: (915) 877-7524
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

BJE 342667 – This budget amendment will allocate funds from Restricted Child Nutrition Program Fund balance for kitchen equipment, upgrades to campus cafeteria remodels and air conditioning units. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
101.00.3450.00.000.00	Reserve for Food Service	\$ 0	\$ (1,500,000)	\$ (1,500,000)
101.35.6639.00.909.99	Capital Outlay Furniture & Equipment	\$ 0	\$ 400,000	\$ 400,000
101.35.6342.00.909.99	Non-Food	\$ 0	\$ 200,000	\$ 200,000
101.35.6397.00.909.99	Controlled Assets Other-Furniture & Equipment	\$ 0	\$ 400,000	\$ 400,000
101.35.6299.00.909.99	Miscellaneous. Contracted Services	\$ 0	\$ 425,000	\$ 425,000
101.51.6639.00.909.99	Furniture/Equipment > \$5,000	\$ 0	\$ 75,000	\$ 75,000

BJE 342726 – This budget amendment will allocate funds from Restricted Fund Balance to Function 71 – Debt Service to cover Fiscal Year 23 Maintenance Tax Note payments. Funding will be provided from unused Tax Note proceeds. This budget amendment will have no impact on the admin cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.3450.00.000.00	Reserve/Maintenance Tax Notes	\$ 0	\$ (1,153,950)	\$ (1,153,950)
199.71.6519.00.999.99	Debt Principal	\$ 363,768	\$ 890,000	\$ 1,253,768
199.71.6523.00.999.99	Interest on Debt	\$ 64,766	\$ 263,950	\$ 328,716

BJE 342764 – This budget amendment will allocate funds from fund balance for instructional and administrative positions as well as upgrades/pay scale adjustments to properly address modified duties and needs of the District as presented by Human Resources at the August 23, 2022 Regular Board Meeting. This budget amendment will have a positive impact on the admin cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.3600.00.000.00	Fund Balance		\$ (1,366,718)	
199.11.6119.01.999.99	Salaries	\$ 0	\$ 786,166	\$ 786,166
199.21.6119.01.999.99	Salaries	\$ 0	\$ 36,421	\$ 36,421
199.31.6119.01.999.99	Salaries	\$ 0	\$ 177,737	\$ 177,737

199.41.6119.01.999.99	Salaries	\$ 0	\$ 91,319	\$ 91,319
199.51.6119.01.999.99	Salaries	\$ 0	\$ 164,038	\$ 164,038
199.52.6119.01.999.99	Salaries	\$ 0	\$ 111,037	\$ 111,037

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Martha E. Piekarski, Chief Business Officer
Cristina Pulley, Executive Director of Financial Service

DATE: August 3, 2022

SUBJECT: Annual Comprehensive Investment Report for Fiscal Year 2022

Introduction

This report presents a comprehensive overview of the investment program and activity of the Canutillo Independent School District for the year ended June 30, 2022. The Public Funds Investment Act requires quarterly reporting of investment activity and balances (both book and market values). In addition to quarterly reporting, district policy CDA-Local requires a written year end investment report to be presented to the Board of Trustees.

The investment objectives of safety, liquidity, and maturity levels that are sufficient to meet anticipated cash requirements is what drives the investment activity. For fiscal year 2021-2022, the District maintained its investments in investment pools and governmental investment pools with Logic, Lone Star, Texas Class, Texpool and TexSTAR. The portfolio within these investment pools includes Money Market, Commercial Paper, U.S. Treasury Securities, Government Obligation, and Repurchase Agreements.

Analysis of Investment Performance

The focus of the investment program is the safety, liquidity and maturity of invested funds. Funds must be available to meet daily cash requirements as well as short and long-term needs. Maximizing investment yields are only considered after the other investments' goals have been met. Investment yields are reported for the fiscal year ending June 30, 2022.

The District ended the first quarter with \$17,181,790 in investment funds. In the second quarter, this amount increased to \$33,682,931 mainly resulting from tax collections during the month of December. The District ended the fourth quarter with \$19,274,882 million in investment funds. The decrease is attributed to property taxes and state revenue which tapers off toward the end of the year, as is the norm. Throughout the year, the revenue and disbursements fluctuated.

At the beginning of the fiscal year, the average interest yield was 0.04%. In the fourth quarter, the investment rate increased to an average of 1.17% due to the increases in the equity markets. Although the investments were high, the total interest revenue was \$78,139 due to the lower rates throughout the fiscal year.

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CANUTILLO A Premier District

General Fund

General Fund investments are restricted by payroll pay dates and accounts payable check runs, since payments for all funds are initially paid out of this fund. Transfers are made as needed from the pools to the checking bank account to cover cash disbursements. The investment balance in the General Fund ended the year with an average investment yield of 1.01710%. The average investment balance in the General Fund started with \$5.498 million invested, increased to \$17.174 million in the third quarter and ended the year with a balance of \$4.623 million. Revenues during the year came mainly from property taxes and from state funds. The highest peak was mostly due to collection of the property taxes in December, January and February.

Debt Service Fund

The Debt Service Fund ended with an average investment yield of 1.1109%. The ending investment balance in the Debt Service Fund increased from \$6.802 million to \$12.311 million. The bulk of property taxes were deposited in December, January, and February. State funds were \$191,278 received in November. The high cash balance was needed to pay the August debt payments of \$4.489 million and February debt payments of \$4.067 million. Payments due on February 15th and August 15th dates must be considered when making investment decisions in the Debt Service Fund.

Food Service Fund

The Food Service Fund balance increased from \$2.031 to \$2.157 million. The increased of \$124,951 was cash transferred from General Operating in order to pay back funds owed by the fourth quarter. The generated interest revenue was \$3,754 invested in a yield of 0.10%.

Health Insurance Fund

The Health Insurance fund ended with an average investment yield of 0.1900%. The ending investment balance decreased from \$2.507 million to \$1.913 million. The investment net decrease of \$594,001 was due to the increasing of health insurance claim payments. The total interest revenue resulted in \$7,905.

Construction Projects Fund

The Construction Projects Fund ended with an average investment yield of 1.1900%. The fund began the year with a balance of \$216,530 and ended the year with a balance of \$17,102. The outstanding balance is due to open purchase pending to be paid. This fund will be closed.

Conclusion

The District will continue to monitor the yields in longer term investments. However, daily yields have slightly increased in the fourth quarter due to the increased in rates in the equity markets. The investment rating for all five investment pools are “AAA” rates. The District utilizes and will continue to utilize governmental investment pools and fixed maturity investments when available. As the district’s investment officers, we will continue to seek investment opportunities after investment safety, liquidity, and maturity are considered. The investment portfolio is in compliance with the Public Funds Investment Act and the Board’s investment policy requirements throughout the year.

M E PiekarSKI

Martha E. PiekarSKI, Chief Business Officer

Laura D.

Laura Dorado, Accountant

Cristina Pulley

Cristina Pulley, Executive Director of Financial Service

Leticia Ekery

Leticia Ekery, Accountant

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CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Martha E. Piekarski, Chief Business Officer
Cristina Pulley, Director of Financial Service

DATE: August 3, 2022

SUBJECT: Quarterly Investment Report for June 30, 2022

The attached report of investments for the Canutillo Independent School District for the quarter ending June 30, 2022 is in full compliance with the Investment Policy and strategy as established for the District with the Public Funds Investment Act (Chapter 2256).

Approved by:

M E Piekarski

Martha E. Piekarski, Chief Business Officer

Cristina Pulley

Cristina Pulley, Executive Director of Financial Services

Laura D.

Laura Dorado, Accountant

Leticia Ekery

Leticia Ekery, Accountant

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**Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2022**

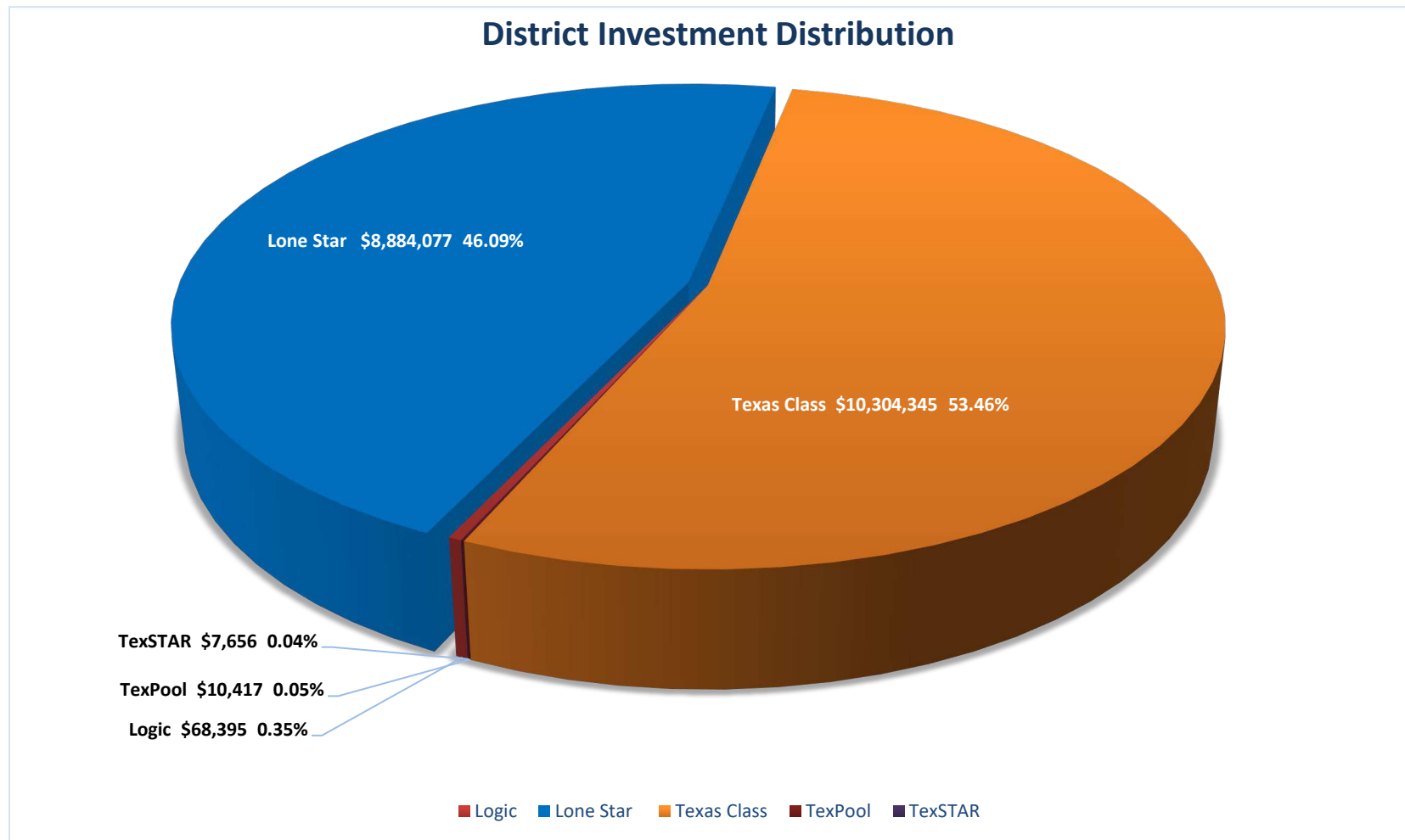
Description	Maturity Date	Current Month Interest Rate	6/30/2022 Book Value	6/30/2022 Market Value	3/31/2022 Book Value	3/31/2022 Market Value	Quarterly Accrued Interest	Book Value Increase/Decrease
Operating Fund								
Logic	On Demand	1.1797%	\$ 68,395	\$ 68,351	\$ 68,258	\$ 68,214	\$ 137	\$ 137
Lone Star Corporate	On Demand	1.1900%	3,571,551	3,571,551	6,957,962	6,957,962	12,491	(3,386,411)
Texas Class	On Demand	1.1577%	965,422	965,422	10,130,230	10,130,230	6,267	(9,164,808)
TexPool	On Demand	1.3425%	10,417	10,417	10,410	10,410	13	7
TexSTAR	On Demand	0.9850%	7,490	7,485	7,478	7,471	12	12
Subtotal		1.1710%	\$ 4,623,274	\$ 4,623,225	\$ 17,174,337	\$ 17,174,287	\$ 18,921	\$ (12,551,063)
Debt Service Fund								
Lone Star Corporate	On Demand	1.1900%	\$ 1,173,454	\$ 1,173,454	\$ 1,171,049	\$ 1,171,049	\$ 2,405	2,405
Texas Class	On Demand	1.1577%	9,338,923	9,338,923	9,256,016	9,256,016	18,926	82,907
TexSTAR	On Demand	0.9850%	166	166	166	166	0	-
Subtotal		1.1109%	\$ 10,512,543	\$ 10,512,543	\$ 10,427,230	\$ 10,427,230	\$ 21,332	\$ 85,313
Food Service Fund								
Lone Star Corporate	On Demand	1.1900%	\$ 2,208,570	\$ 2,208,570	\$ 2,204,043	\$ 2,204,043	\$ 4,527	\$ 4,527
Health Insurance Fund								
Lone Star Corporate	On Demand	1.1900%	\$ 1,913,400	\$ 1,913,400	\$ 2,208,962	\$ 2,208,962	\$ 4,438	\$ (295,562)
Construction Fund								
Lone Star 2011	On Demand	1.1900%	3,983	3,983	3,975	3,975	8	8
Lonestar 2013	On Demand	1.1900%	13,119	13,119	13,092	13,092	19	27
Subtotal		1.1900%	\$ 17,102	\$ 17,102	\$ 17,067	\$ 17,067	\$ 27	\$ 35
Total Investments		1.1704%	\$ 19,274,889	\$ 19,274,841	\$ 32,031,640	\$ 32,031,589	\$ 49,245	\$ (12,756,751)

Asset	Book Value	Portfolio Weighted Average Maturity			Maturity Date of Each Asset	S&P Credit Ratings as of: 6/30/2022
		Days to Maturity	Weighted Average Maturity (WAM)			
Logic	68,258	1	0.002	7/1/2022	Liquid pool, due on demand	AAAm
Lone Star	12,559,083	1	0.392	7/1/2022	Liquid pool, due on demand	AAAf/S1+
Texas Class	19,386,246	1	0.605	7/1/2022	Liquid pool, due on demand	AAAm
TexPool	10,410	1	0.000	7/1/2022	Liquid pool, due on demand	AAAm
TexSTAR	7,644	1	0.000	7/1/2022	Liquid pool, due on demand	AAAm
	\$ 32,031,640		1.000			

AAA is the highest Issuer Credit Rating assigned by Standar & Poor's
(m is for Money Market, f is for Fund, and S1+designates low volatility)

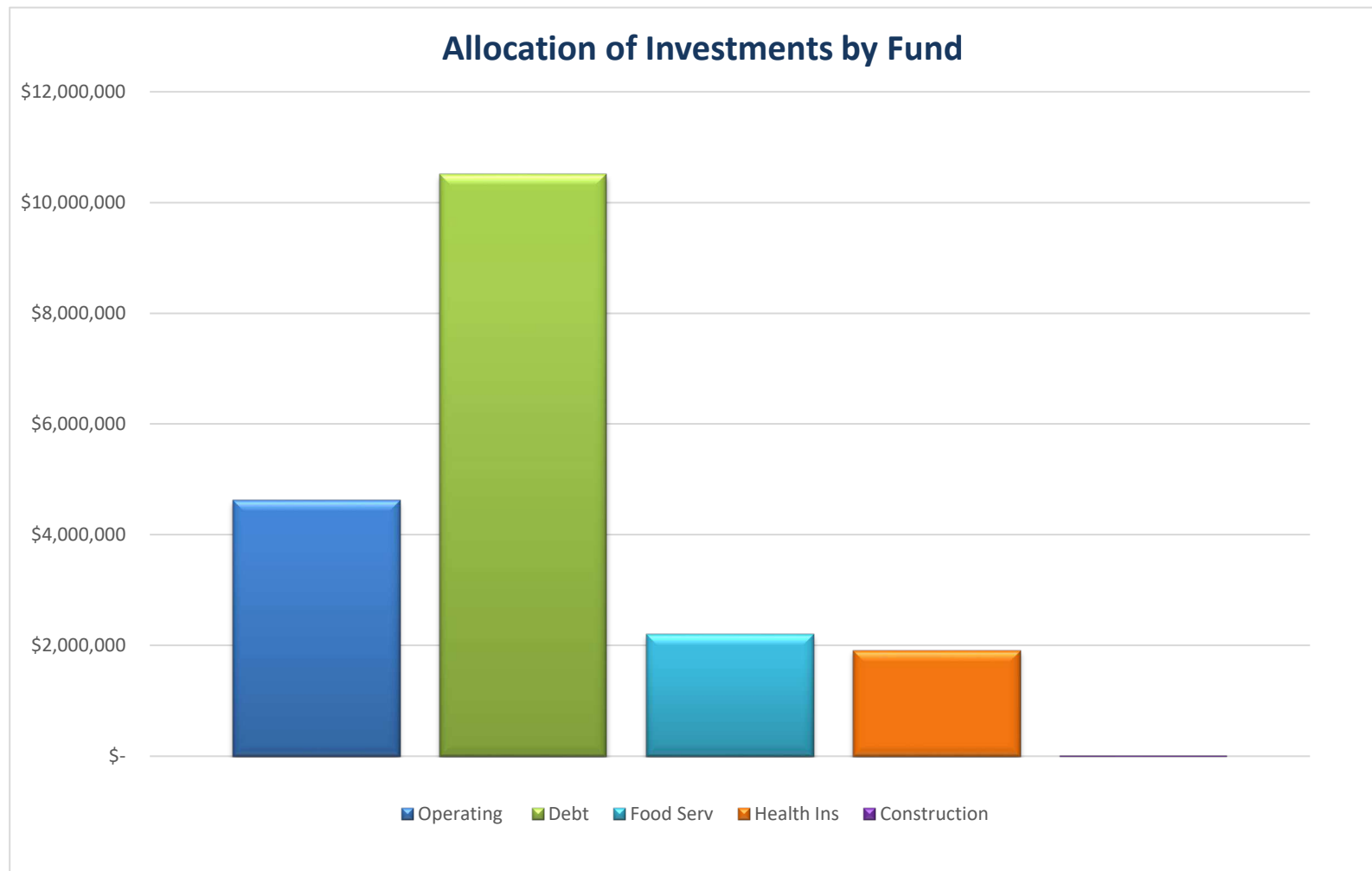
**Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2022**

Investment	Amount	Percentage
Logic	\$ 68,395	0.35%
Lone Star	\$ 8,884,077	46.09%
Texas Class	\$ 10,304,345	53.46%
TexPool	\$ 10,417	0.05%
TexSTAR	\$ 7,656	0.04%
Total	\$ 19,274,889	100.00%



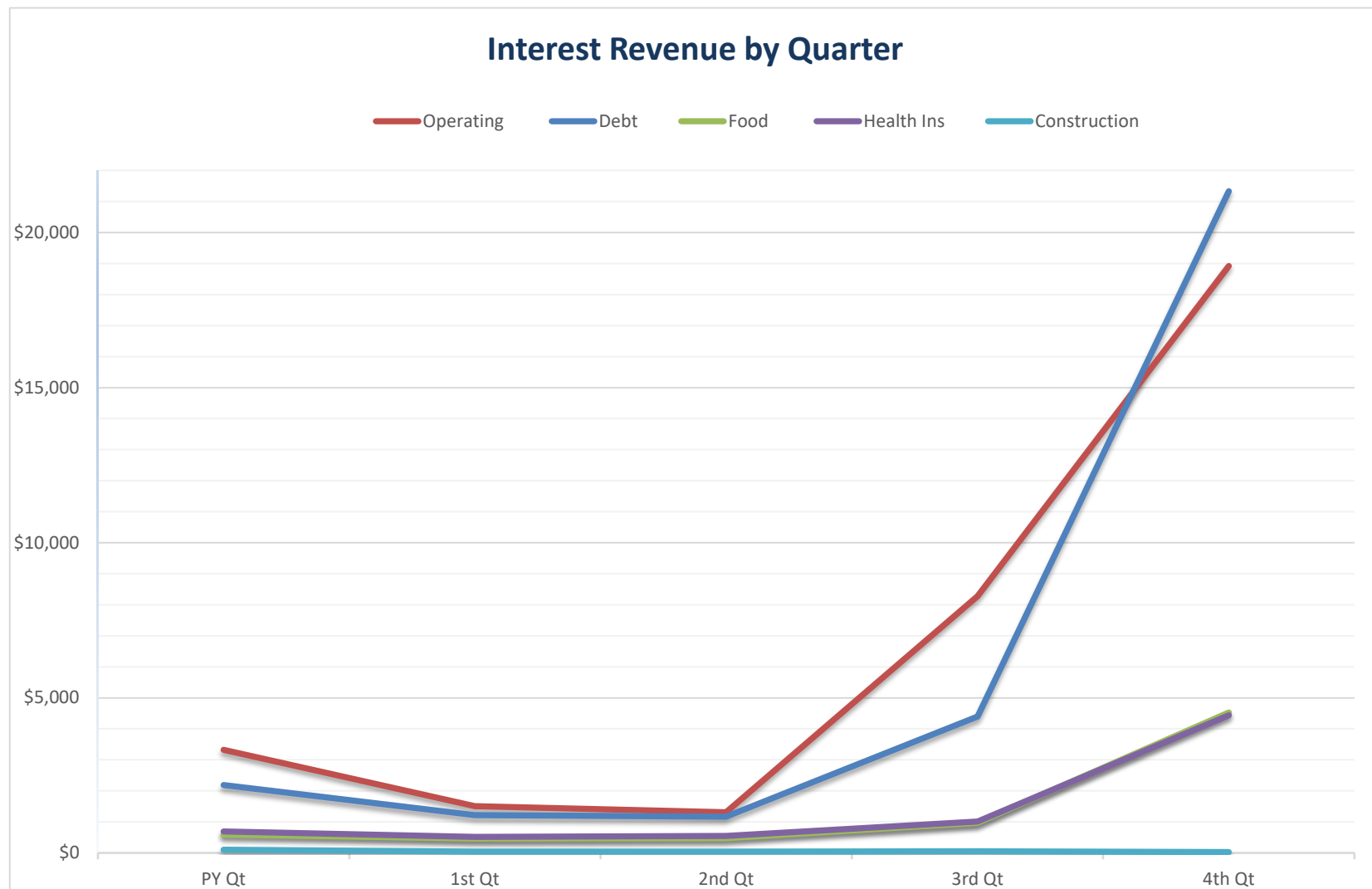
**Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2022**

Fund	Amount	Percentage
Operating	\$ 4,623,274	23.99%
Debt	\$ 10,512,543	54.54%
Food Serv	\$ 2,208,570	11.46%
Health Ins	\$ 1,913,400	9.93%
Construction	\$ 17,102	0.09%
Total	\$ 19,274,889	100.00%



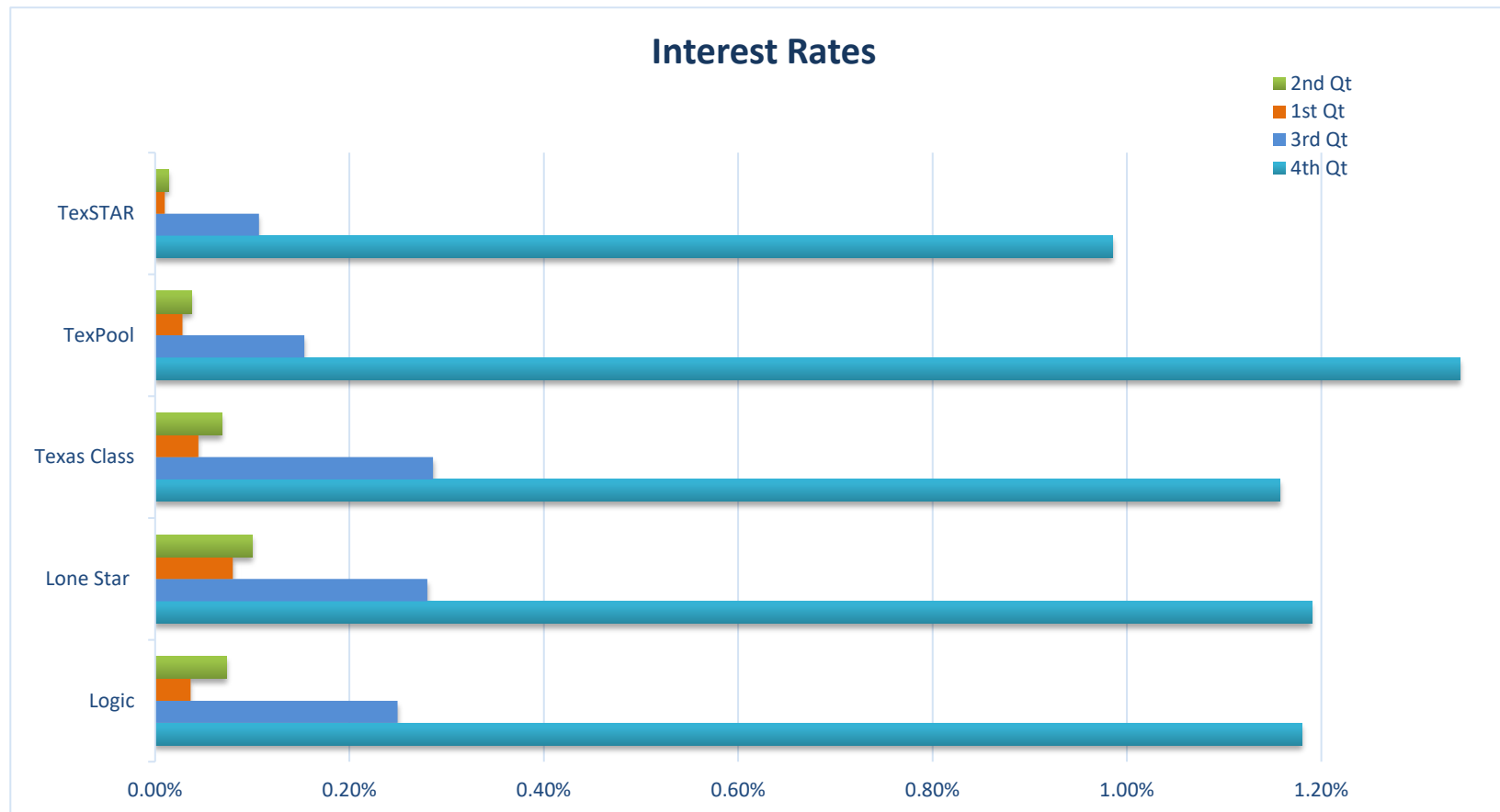
**Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2022**

Interest	PY Qt	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	\$ 3,320	\$ 1,509	\$ 1,311	\$ 8,273	\$ 18,921
Debt	\$ 2,184	\$ 1,220	\$ 1,170	\$ 4,392	\$ 21,332
Food	\$ 590	\$ 464	\$ 476	\$ 971	\$ 4,527
Health Ins	\$ 695	\$ 517	\$ 553	\$ 1,007	\$ 4,438
Construction	\$ 103	\$ 45	\$ 46	\$ 49	\$ 27
Total	\$ 6,892	\$ 3,755	\$ 3,556	\$ 14,692	\$ 49,245



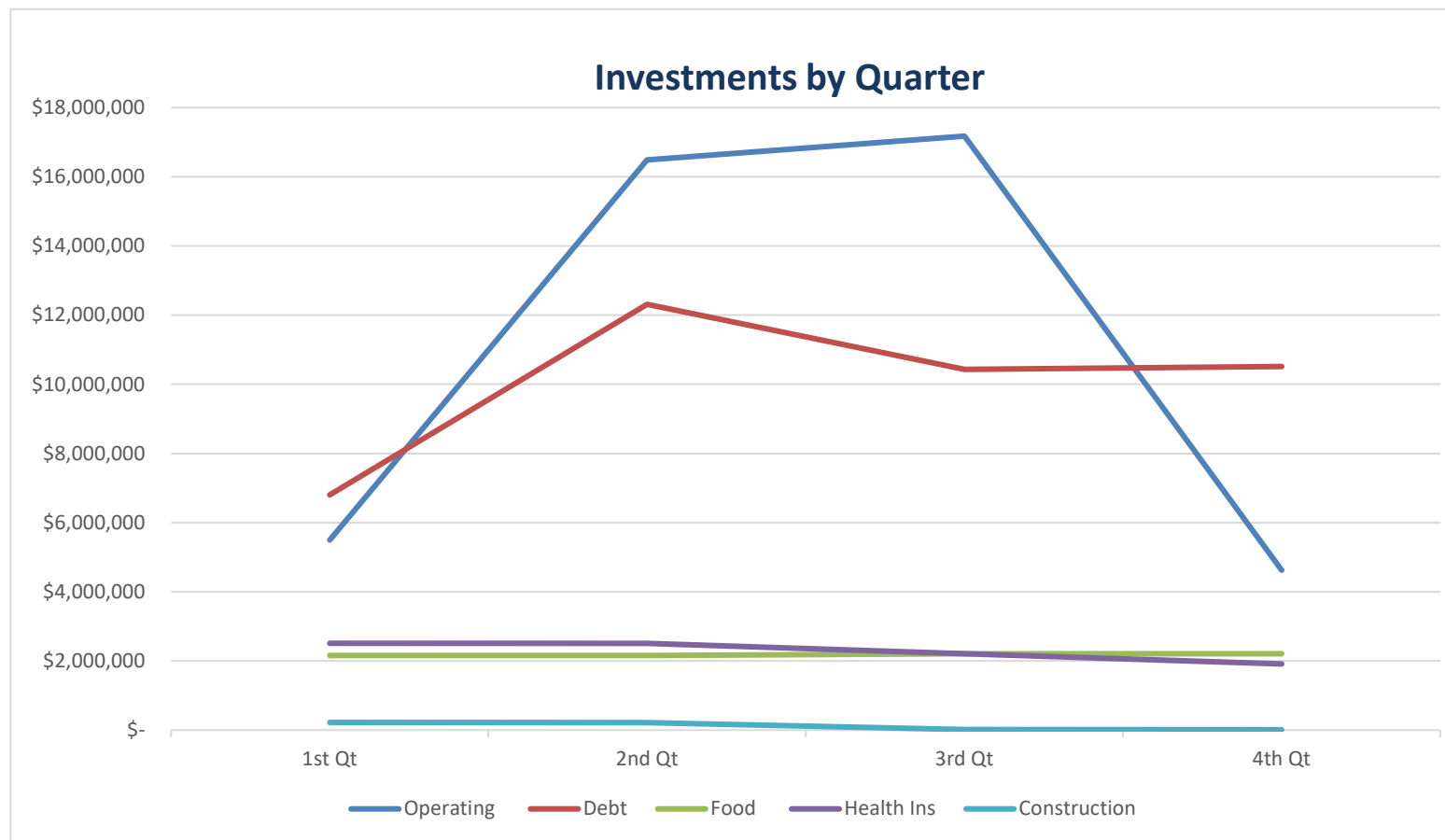
**Canutillo Independent School District
Quarterly Summary of Investments
June 30, 2022**

Investment	1st Qt	2nd Qt	3rd Qt	4th Qt
Logic	0.04%	0.07%	0.25%	1.18%
Lone Star	0.08%	0.10%	0.28%	1.19%
Texas Class	0.04%	0.07%	0.29%	1.16%
TexPool	0.03%	0.04%	0.15%	1.34%
TexSTAR	0.01%	0.01%	0.11%	0.99%
Average	0.04%	0.06%	0.22%	1.17%



Canutillo Independent School District Quarterly Summary of Investments June 30, 2022

Fund	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	\$ 5,498,312	\$ 16,489,552	\$ 17,174,337	\$ 4,623,267
Debt	\$ 6,802,524	\$ 12,311,351	\$ 10,427,230	\$ 10,512,543
Food	\$ 2,157,022	\$ 2,157,498	\$ 2,204,043	\$ 2,208,570
Health Ins	\$ 2,507,401	\$ 2,507,955	\$ 2,208,962	\$ 1,913,400
Construction	\$ 216,530	\$ 216,574	\$ 17,067	\$ 17,102
Total	\$ 17,181,790	\$ 33,682,931	\$ 32,031,640	\$ 19,274,882



SIGNATURE CERTIFICATE





REFERENCE NUMBER

1A1CB513-B022-4594-AB74-95B6D645E3B6

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 1A1CB513-B022-4594-AB74-95B6D645E3B6</p> <p>Transaction Type Signature Request</p> <p>Sent At 08/04/2022 16:22 EDT</p> <p>Executed At 08/08/2022 16:41 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum f0e75cb69972575f857c981e4dcdccc3d8708a777cef97f2f33a1597f4e328cd</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Ld Annual Comprehensive 06 30 2022</p> <p>Filename ld_annual_comprehensive_06_30_2022.pdf</p> <p>Pages 9 pages</p> <p>Content Type application/pdf</p> <p>File Size 1.18 MB</p> <p>Original Checksum d7b8fbc6a71e367b61a1569ce83d02ef2edd0f93ecde3b3e38a14d95cb8cfe6c</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Cristina Pulley</p> <p>Email cpulley@canutillo-isd.org</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum ddd538b73bf3a3a88ffef70cae6156b1bde729f4b45deba7cef30b93b022c9f0</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 695CC397</p>	<p>Viewed At 08/08/2022 16:40 EDT</p> <p>Identity Authenticated At 08/08/2022 16:41 EDT</p> <p>Signed At 08/08/2022 16:41 EDT</p>
<p>Name Martha Piekarski</p> <p>Email mpiekarski@canutillo-isd.org</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 131b9d23b16d32d6f476f373fa57cd556d8d2260612a588c17f81f921eca7e53</p> <p>IP Address 108.230.124.62</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 85799B78</p>	<p>Viewed At 08/05/2022 14:03 EDT</p> <p>Identity Authenticated At 08/05/2022 14:04 EDT</p> <p>Signed At 08/05/2022 14:04 EDT</p>
<p>Name Leticia Ekery</p> <p>Email lekery@canutillo-isd.org</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 66a2858daac2a5c0c4b5dfb80cefc440911b38468c924d55f243cc466753e545</p> <p>IP Address</p>	<p>Viewed At 08/04/2022 18:22 EDT</p> <p>Identity Authenticated At 08/04/2022 18:23 EDT</p> <p>Signed At 08/04/2022 18:23 EDT</p>

70.125.228.98

Device


Chrome via Windows

Typed Signature



Signature Reference ID

C5622C84

Name Laura Dorado	Status signed	Viewed At 08/04/2022 16:23 EDT
Email ldorado@canutillo-isd.org	Multi-factor Digital Fingerprint Checksum 75f2841960b4e237538c916e62a8a51c6022d8df36ac6d4931392d73fac69fb7	Identity Authenticated At 08/04/2022 16:23 EDT
Components 2	IP Address 70.125.228.98	Signed At 08/04/2022 16:23 EDT
	Device Chrome via Windows	
	Typed Signature	
		
	Signature Reference ID 1F69A419	

AUDITS

TIMESTAMP	AUDIT
08/04/2022 16:22 EDT	CISD Finance Department (finance@canutillo-isd.org) created document 'ld_annual_comprehensive_06_30_2022.pdf' on Chrome via Windows from 70.125.228.98.
08/04/2022 16:22 EDT	Leticia Ekery (lekery@canutillo-isd.org) was emailed a link to sign.
08/04/2022 16:22 EDT	Laura Dorado (ldorado@canutillo-isd.org) was emailed a link to sign.
08/04/2022 16:22 EDT	Martha Piekarski (mpiekarski@canutillo-isd.org) was emailed a link to sign.
08/04/2022 16:22 EDT	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a link to sign.
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08/08/2022 16:41 EDT	Cristina Pulley (cpulley@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.

70.125.228.98.

08/08/2022 16:41 EDT

Cristina Pulley (cpulley@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.

Executive Summary of Board Agenda Item

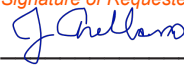
Subject/Title for Agenda Posting: College Board SAT School Day Contract for Northwest Early College High School and Canutillo High School for school year 2022-2023

Justification Statement: The SAT School Day Contract will allow students grades 10-12 at Northwest Early College and Canutillo High School take the following exams at a discounted rate: PSAT10 NMSQT, AT.

Purpose of Agenda Item: Information Discussion Action
 Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Jessica R. Arellano C&I Executive Director/Stacy Parker District Advanced Academics Coordinator

Signature of Requester(s)



Signature of Presenter(s)

Elizabeth B. Sida, Purchasing Agent

8/3/2022

Business Services Approval (Initials)

Date

Agenda Summary:

Northwest Early and Canutillo High School will be administering the PSAT10, NMSQT and SAT school day to all 10th-12th graders respectively. The SAT School Day Contract with College Board allows both campus to test all the above mentioned students at a discounted rate. Testing 10th graders will allow campuses to identify potential National Merit Scholars and identify students for AP course work. Juniors will take the NMSQT to qualify for the National Merit Scholarship while all seniors will have the opportunity to take the SAT at school rather than on a Saturday at no cost to them. SAT scores are used in part for college admission, scholarships and scores may be used as part of the campus CCRM data and Early College Blueprint Outcome Based Measure.

RECOMMENDATION: It is recommended that the Board approve the College Board SAT School Day Contract for Northwest Early College High School and Canutillo High School.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$30,738.00

ACCOUNT NO(S): 199.11.6339.00.003.38 199.11.6339.00.001.38

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
College Board Agreement

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:
Increase cost of SAT related exams, potential loss of National Merit Scholar, seniors not taking SAT at no cost to them.

IMPLEMENTATION TIMELINE:
September 2022-May 2023

ATTACHMENT(S): College Board Agreement



SIGNATURE CERTIFICATE




REFERENCE NUMBER

27566D97-61A1-4ACF-8A60-D5E1916629F4

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 27566D97-61A1-4ACF-8A60-D5E1916629F4</p> <p>Transaction Type Signature Request</p> <p>Sent At 08/03/2022 13:28 EDT</p> <p>Executed At 08/03/2022 19:11 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum b95a121c7238ded6f3fd8f5a9b0a4165f9b5b87fa58fe0765ded6f0cf732b6e</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Exec Summary for College Board, board Approval Aug 23, 2022</p> <p>Filename college_board_es.pdf</p> <p>Pages 1 page</p> <p>Content Type application/pdf</p> <p>File Size 685 KB</p> <p>Original Checksum 9b96d8ddfd52f52baa651d9d782ff4d1340cf78ac7dd6bcb76504d5aba72558d</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Jessica Arellano</p> <p>Email jarellano@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 937ec552d2d8dbaf3803f4709517fb4dd66acc087461910fc89439d29f3a1e9c</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID B6195CE8</p> <p>Signature Biometric Count 342</p>	<p>Viewed At 08/03/2022 19:10 EDT</p> <p>Identity Authenticated At 08/03/2022 19:11 EDT</p> <p>Signed At 08/03/2022 19:11 EDT</p>

AUDITS

TIMESTAMP	AUDIT
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08/03/2022 13:28 EDT	Jessica Arellano (jarellano@canutillo-isd.org) was emailed a link to sign.
08/03/2022 19:10 EDT	Jessica Arellano (jarellano@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
08/03/2022 19:11 EDT	Jessica Arellano (jarellano@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
08/03/2022 19:11 EDT	Jessica Arellano (jarellano@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00032657**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is as of this Agreement is fully executed ("Effective Date"), by and between Canutillo Independent School District ("Client") and College Board ("College Board").

WHEREAS, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services. College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, "Services") in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ("Schedule"). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of the Effective Date and, unless sooner terminated as provided herein, will expire on June 30, 2023 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

2.2.3 Availability of Services. In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Services furnished during the 2022-2023 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than College Board's corporate income taxes) based on, or due as a result of, any fees paid to College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished College Board with a valid tax exemption certificate.



5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN “AS IS” AND “AS AVAILABLE” BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT’S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD’S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD’S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys’ and witnesses’ fees and other costs and expenses of defense and settlement, which College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, “Damages”) provided, however, that Client shall not be obligated to indemnify College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of College Board.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its



reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a "Force Majeure Event") that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:
K-12 Contract Management

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Contractsmanagement@collegeboard.org

With a copy to
Legal Department

College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000
Legalnotice@collegeboard.org

To Client:

Pedro Galaviz
Superintendent
Canutillo Independent School District
7965 Artcraft
El Paso, TX 79932
Tel: 915-877-7566
pgalaviz@canutillo-isd.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties,

limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



CANUTILLO INDEPENDENT SCHOOL DISTRICT

COLLEGE BOARD

Signature

Pedro Galaviz

Name

Superintendent[

Title

Date

Signature

Name

Title

Date



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT®¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT® assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the District and schools designated by Client in Section IV (List of Participating Districts and Schools)

1. Materials for Students:

- a. PSAT/NMSQT test material, (PSAT/NMSQT Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- d. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment of Educator Guide available via College Board website.
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>), and shall be used in accordance with Khan Academy's guidelines.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.



previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).

7. Changes to Participating Schools. Changes to the list of Participating Schools cannot be made after **September 30, 2022**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT/NMSQT Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**.

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT/NMSQT Coordinator training and instructional materials. Client is responsible for ensuring compliance with all required Designated Personnel training.

9. PSAT/NMSQT Student Guide distribution to Students. Client shall ensure that copies of the PSAT/NMSQT Student Guide are distributed to all Students **at least two weeks before test administration date**.

10. Dedicated PSAT/NMSQT Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test date. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT/NMSQT Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT test, including, without limitation, copyrights, trademarks¹, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT/NMSQT test booklets or any questions from Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.



2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT/NMSQT Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT/NMSQT test booklets for the sole purpose of administering the PSAT/NMSQT test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT/NMSQT test booklets, in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT/NMSQT test booklets.

4. PSAT/NMSQT Assessment Administration. Client has agreed to administer the PSAT/NMSQT to students in the Participating Grade(s) as noted in the List of Participating Districts and Schools table below. The exam shall be administered on October 12, 2022. The alternate exam test administration is on October 25, 2022. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

5. Client Testing Delays. Participating schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and participating schools to shift testing to the Alternate administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Alternate administration or should a PN Delay Event otherwise prevent the participating schools from administering the PSAT/NMSQT on the Alternate administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PN Delay Event up to one week prior to the Alternate administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Alternate administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Alternate administration. No additional administration of the PSAT/NMSQT will be made available after the Alternate administration. Client understands that by selecting the Alternate administration as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)
Canutillo Independent School District	Canutillo High School	441113	11
Canutillo Independent School District	Northwest Early College High School	441112	11

V. FEE CALCULATION

1. Fees and Payments. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	<u>Suite Pricing:</u> PSAT/NMSQT with PSAT 8/9 and SAT School Day	<u>Multi-Assessment Pricing:</u> • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose PSAT/NMSQAT answer sheets indicate that they are not in participating cohort.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than **October 28, 2022**.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT test. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees.

**PSAT 10
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT® 10 program will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 10 as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 10 and initiates students' earlier entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 10 administration for students and what data and reports may be provided to authorized personnel at Client and its schools through our online data portal.

II. SCOPE

College Board shall furnish the following PSAT 10 materials and reports to the Districts and schools designated by Client in Section IV (List of Participating Districts and Schools):

1. Materials for Students:

- a. PSAT 10 test materials (PSAT 10 Student Guides and test booklets).
- b. Student Online Score Report, delivered via College Board website.
- c. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Material for Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessment Educator Guide, delivered via College Board website.
- d. PSAT 10 Coordinator Manual (copies sent to Participating Schools based on their test book order; one per 25 tests ordered).

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <https://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<https://satpractice.org>) in accordance with Khan Academy's guidelines.

5. Providing Accommodations to Participants with Disabilities. Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at <https://www.collegeboard.org/SSD>. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) the Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation).



7. Changes to Participating Schools. Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks before they plan to order tests**.

In the event that: any of Client's schools are omitted from the List of Participating Districts and Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. Training of Designated Personnel at the Participating Schools. College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as PSAT 10 Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The training and/or instructional materials will be made available by College Board to Client and **should be completed two weeks before the test administration date**. Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the PSAT 10 Coordinator training and instructional materials. The Client is responsible for ensuring compliance with all required Designated Personnel training.

9. PSAT 10 Student Guide distribution to Students. The Client shall ensure that copies of the PSAT 10 Student Guide are distributed to all Students **at least two weeks before test administration date**.

10. Dedicated PSAT 10 Customer Service for Educators: College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: Available three months prior to primary test window. Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the PSAT 10 Program can also be accessed online at the following web address: <https://collegereadiness.collegeboard.org/contact-us>

III. PSAT 10 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 10 test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 10 test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 10 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

Client will have access to the online score reports and individual student data and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

3. PSAT 10 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 10 test booklets for the sole purpose of administering the PSAT 10 test on behalf of College Board.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying, or distributing in any form, or reproducing the PSAT 10 test booklets without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 10 test booklets.

Client shall return all materials, including PSAT 10 test booklets, no later than the next school day after the test administration or promptly upon termination of this Agreement.



4. PSAT 10 Assessment Administration. Client has agreed to administer the PSAT 10 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Districts and Schools table below.

Client shall comply with the published security and administration guidelines for College Board's national assessments as set forth in the PSAT 10 Coordinator Manual.

5. Client Testing Delays. Participating schools select an administration date for the PSAT 10. Should an event occur that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (a 'PSAT 10 Delay Event'), the school may securely store their test materials until later in their testing window. College Board will work with Client and participating schools to shift testing to a new testing window if the outage extends past the end of the window for which the Client ordered, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the new administration or should a PSAT 10 Delay Event otherwise prevent the participating schools from administering the PSAT 10 in accordance with the policies set forth in the PSAT 10 Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by a PSAT 10 Delay Event up to one week prior to the new administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the new administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the new administration. No additional administration of the PSAT 10 will be made available after the end of the April test window. Client understands that by selecting the April administration as their main administration date, if there is a PSAT 10 Delay Event, there may be no additional PSAT 10 test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.

IV. LIST OF PARTICIPATING DISTRICTS AND SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Canutillo Independent School District	Canutillo High School	441113	10	Feb 21, 2023 - Mar 24, 2023
Canutillo Independent School District	Northwest Early College High School	441112	10	Feb 21, 2023 - Mar 24, 2023

V. FEE CALCULATION

1. Program pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grade(s) as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule'), and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools¹ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client (under separate agreements) in addition to the PSAT 10, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite pricing: PSAT 10 with SAT School Day, and PSAT 8/9	Multi-Assessment Pricing: • PSAT 10 with either SAT School Day, or PSAT 8/9, or PN • At least two grades testing for PSAT 10
≥ 0% and <50%	\$14.00	\$16.00
≥ 50% and < 75%	\$13.00	\$15.00
≥ 75%	\$12.00	\$14.00

¹ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



Clients will be charged a fixed fee based on the enrollment as noted above, regardless of how many students take the PSAT 10 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose P10 answer sheets indicate that they are not in a participating cohort.

2. Changes to enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email to AssessmentsProgram@collegeboard.org no later than January 27, 2023.

Notwithstanding the foregoing, after the administration of the test, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$18.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT 10 test.

4. Unused Test Fees. Participating Schools will not incur unused test fees.



SAT SCHOOL DAY PROGRAM SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. Allowing students to take the test during a school day and shifting the financial obligation from the student to Client provides greater access for students to the SAT. College Board will assist Client's schools in administering the SAT test during a school day. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to authorized personnel at Client and its schools through our online data portal (the 'Program'). College Board supports this initiative by providing clients with access to additional savings when clients pay to administer the SAT to at least one entire grade of students ('Participating Grade'). Students who take the SAT test in accordance with the provisions of this Schedule are herein referred to as 'Participants'.

II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of 'Participating Schools').

1. Materials for Students:

- a. SAT Student Guide delivered via College Board website.
- b. SAT test materials (test booklets).
- c. Student Online Score Report delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Materials for Participating Schools:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

3. Reports for District:

- a. Access to online individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. Delivering SAT Practice Tools and Support.

In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT test are available at the Khan Academy website (<http://satpractice.org>) and shall be used in accordance with Khan Academy's guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. Providing Accommodations to Participants with Disabilities.

Accommodations for Participants with disabilities will be granted and administered according to College Board's standard eligibility and administration procedures. Participants must apply for accommodations under College Board's Services for Students with Disabilities (SSD) program and must follow the SSD program's published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by College Board's SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator ('SSD Coordinator') is designated for each school to facilitate the application for and administration of approved accommodations. The 'SSD Coordinator Form' (used to establish an SSD Coordinator) is available at the above-referenced website. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. Required Information.

Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information).



7. **Changes to Participating Schools.** Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
October 12, 2022	September 30, 2022
October 27, 2022	September 30, 2022
March 1, 2023	January 27, 2023
March 22, 2023	January 27, 2023
April 12, 2023	March 3, 2023
April 25, 2023	March 3, 2023

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

8. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before the test administration date.**

Designated Personnel are required to adhere to all of College Board's procedures, policies, and protocols related to national test administrations as specified in the SAT School Day Coordinator training and instructional materials and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

9. **SAT Student Guide distribution to Students.** **At least two weeks before test administration date,** Client shall ensure that all students are advised that the SAT Student Guide may be accessed online at the College Board website.

10. **Dedicated School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Dates and Times of Service: **Available three months prior to primary test date.** Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://collegereadiness.collegeboard.org/contact-us>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **Ownership of Intellectual Property.** Client agrees and acknowledges that the SAT test, and all items (questions) contained therein, including all copies thereof, all test materials (including publications and reports) and all data, including but not limited to student scores derived from the test and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT test, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the online score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the online score reports externally or to third parties without the express written consent of College Board.



Client will have access to the online score reports and individual student data and will control the access of Client's authorized users and shall further be responsible for immediately revoking such access if the user ceases to be employed by Client or is no longer appropriately authorized to access this information.

For the April 12, 2023 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledges and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. SAT Test Dates and Participating Grade. Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
12 th	October 12, 2022	October 27, 2022

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 25, 2023 Primary Test Date.

4. Administering the SAT. The SAT will be administered to students under standard College Board national test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the Program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

5. Client Testing Delays. Participating schools select one of the administration dates for the SAT School Day. Should an event occur, that would require participating schools to close for reasons beyond the reasonable control of such participating schools (for example, including, but not limited to, severe weather, extended power outages, or a teacher's strike) (an 'SAT Delay Event'), College Board will work with Client and participating schools to shift testing to the Makeup administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the participating schools for the Makeup administration or should an SAT Delay Event otherwise prevent the participating schools from administering the SAT School Day on the Makeup administration in accordance with the policies set forth in the SAT School Day Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to participating schools impacted by an SAT Delay Event up to one week prior to the Makeup administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the Makeup administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the Makeup administration. Client understands that by selecting the Makeup administration as their main administration date, if there is an SAT Delay Event, there may be no additional SAT School Day test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees.



IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Canutillo High School	441113	SAT School Day: October 12, 2022
Northwest Early College High School	441112	SAT School Day: October 12, 2022

V. FEE CALCULATION

1. Fees. Client shall pay College Board a fee, pursuant to the agreement between College Board and the Texas Education Agency, which shall be an amount not to exceed \$37.00 for each Participant for the 2022-2023 SAT test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

2. Restrictions. No Student participating under this Schedule will be assessed an individual fee for taking the SAT School Day test. There is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

3. Unused Tests. Participating Schools will not incur unused test fees.



VI. CLIENT CONTACT INFORMATION

	Primary ¹	Data Recipient ²	Billing ³	Bulk Registration (optional) ⁴
Name:	Debra Kerney	Claudia Olivera	Debra Kerney	Jessica Harrison
Title:	Associate Superintendent of Schools	Assistant Director of Technology	Associate Superintendent of Schools	District Testing Coordinator
Address:	7965 Artcraft Rd	7965 Artcraft Rd	7965 Artcraft Rd	7965 Artcraft Rd
City/State/Zip:	El Paso, TX 79932-1131	El Paso, TX 79932-1131	El Paso, TX 79932-1131	El Paso, TX 79932-1131
Phone:	915-877-7475		915-877-7475	(915) 877-7434
Email:	dkerney@canutillo-isd.org	colivera@canutillo-isd.org	dkerney@canutillo-isd.org	jharrison@canutillo-isd.org

¹ This is the person to whom College Board should direct primary communications.

² This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

³ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁴ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
SAT SD Volume-Based Without Essay - 12th Grade	July 1, 2022	June 30, 2023	414	\$60.00	\$24,840.00	\$9,522.00	\$15,318.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2022	June 30, 2023	473	\$18.00	\$8,514.00	\$1,419.00	\$7,095.00
PSAT 10 EPP Fixed-Fee - 10th Grade	July 1, 2022	June 30, 2023	555	\$18.00	\$9,990.00	\$1,665.00	\$8,325.00

Subtotal: \$43,344.00

Total Discount: **\$12,606.00**

Total Cost: \$30,738.00

Board of Trustees

Meeting Date: 8/23/2022

Executive Summary of Board Agenda Item

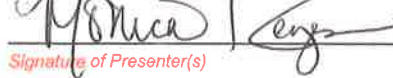
Subject/Title for Agenda Posting: Recommendation to approve the Proposal for Services between Kids Excel El Paso and Canutillo ISD

Justification Statement: Purchase the motivational fine arts program Kids Excel for all six elementary campuses in Canutillo ISD. This program helps students work hard and strive for their personal best. Kids Excel also helps develop discipline, standard of excellence, and the belief in oneself that will positively impact our students while addressing the TEKS.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Dr. Monica Reyes, Student Support Services Executive Director

Signature of Requester(s)



Signature of Presenter(s)

Elizabeth B. Sida, Purchasing Agent

7/27/2022

Business Services Approval (Initials)

Date

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Canutillo ISD has had an ongoing relationship with Kids Excel El Paso. The Proposal for Services will provide a dance/music program to the district's 4th graders at all campuses for the 2022-2023 school year. The cost will not exceed \$54,000. The dance/music program helps elementary students develop discipline, standards of excellence and self-confidence that will positively impact their education and aspects of their lives. Using award-winning National Dance Institute teaching techniques, Kids Excel El Paso brings its highly energetic dance program directly to Canutillo ISD elementary students as part of the curriculum, teaching students to work hard, strive for their personal best, and never give up. This year's focus is on the achievements of influential women throughout history.

Administration recommends that the Board approve the proposal between Kids Excel El Paso and Canutillo ISD
RECOMMENDATION:

PRIOR BOARD ACTION: Approved **AWARDED:** 8/27/21 **AWARDED AMOUNT:** \$48,000.00

AMOUNT(S): \$54,000.00 - \$9000.00 per elementary school

ACCOUNT NO(S):
See attached.

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Allied States Cooperative Award 21-7387

REQUESTING DEPARTMENT:
Student Support Services

CONSEQUENCES OF NON-APPROVAL:

Without the approval of implementing Kids Excel, students will not be able to participate in a long-term multiple intelligence activity that improves student self-esteem, attendance and discipline.

IMPLEMENTATION TIMELINE:
2022-2023 school year

ATTACHMENT(S): Proposal and Account Listing



Kids Excel Account Numbers

101	Canutillo Elementary School	199.11.6299.01.101.11	\$9,000.00
102	Davenport Elementary School	199.11.6299.01.102.11	\$9,000.00
103	Damian Elementary School	199.11.6299.01.103.11	\$9,000.00
104	Childress Elementary School	199.11.6299.01.104.11	\$9,000.00
105	Garcia Elementary School	199.11.6299.01.106.11	\$9,000.00
106	Reyes Elementary School	199.11.6299.01.101.11	\$9,000.00

June 30, 2022

To The Board of Trustees
Canutillo Independent School District

Proposal for Services for the 2022-23 School Year

Kids Excel El Paso (KEEP) was founded in 2004 with the knowledge that the arts have a unique power to engage and motivate children. The purpose of our distinctive dance programs is to help children develop discipline, a standard of excellence, and a belief in themselves that will positively impact their education and all aspects of their lives, *one dance step at a time!* Using the award-winning National Dance Institute (NDI) teaching techniques created over 40 years ago by former NYC Ballet dancer Jacques d'Amboise, KEEP brings its highly-energetic dance program directly into public elementary schools as part of the curriculum teaching students how to work hard, strive for their personal best, and never give up.

We are pleased and honored that we have been partnering with CISD since the fall of 2011, making our mission a reality for your students. During the 2021-22 school year we served all six elementary schools in CISD: Childress, Canutillo, Davenport, Garcia, Damian, and Reyes at a cost to CISD of \$8,000 per school. The total fee for 2021-2022 was \$48,000.

Our program theme for 2022-2023 will focus on the achievements of influential women throughout history. Our teaching staff will include these concepts in our dance classes throughout the year. We meet with all 4th graders every week for 45 minutes. Students with disabilities are expected and encouraged to participate. The KEEP curriculum includes basic Social Emotional Learning (SEL) concepts and KEEP instructors will bring lesson plans, challenges, facts, and activities to support SEL development. KEEP's overall curriculum addresses, meets, or exceeds the Texas Essential Knowledge and Skills (TEKS) for 4th grade students in fine arts and music.

If CISD accepts this proposal, Kids Excel will provide the following services for the **2022-2023** school year at a cost to CISD of \$9,000 per school. This fee reflects a price adjustment in order to maintain the historical fee charged to the district that represents approximately thirty percent (30%) of Kids Excel's cost to fund the program.

- 1) KEEP will provide a dance program for a minimum of **30 Weeks**, to be taught by a professional instructor/choreographer and accompanied by a KEEP pianist.
- 2) Classes will be held every week when school is in session beginning August 22,

2022 through May 26, 2023.

- 3) A child's participation in the KEEP program is contingent upon KEEP's discretion and parental consent. A child may be permanently dismissed from class if:
 - The parental consent form is not returned by the third KEEP class; or
 - He/she does not follow the rules set forth by the KEEP teacher; or
 - The KEEP teacher in conjunction with district officials determines a child cannot continue in the program.
- 4) The school agrees not to withhold KEEP classes from any child because of his/her behavior or academic performance outside of KEEP class without first consulting with KEEP Artistic Staff. The program should not be used as a disciplinary tool or as classroom make up time by school personnel without the express consent of the KEEP instructor.
- 5) KEEP may schedule 2 additional meetings with principal and classroom teachers during the program year, if needed. To maximize the effectiveness of our program, any such meeting should be attended by the school principal and all participating teachers.
- 6) The participating school will be responsible for:
 - Providing a clear, open space and, if possible, a tuned piano for each dance class.
 - Ensuring that the students arrive on time every day for class.
 - Providing copies of KEEP materials for distribution.
 - Providing an In-School Coordinator (ISC) who will be in charge of all communication between KEEP, school staff, parents and student body including;
 - Being point of contact for communications between KEEP and school.
 - Distribution and collection of materials (i.e. permission slips, memos, etc.) needed for participating children and their families.
 - Informing the KEEP instructor as to any changes in schedule or conflicts that may prevent class from occurring.
 - Working to schedule make-up classes if needed.
- 7) The school agrees to participate in any and all grade or attendance measuring projects during the school year for statistic purposes.
- 8) Pre-Selected campuses will complete Pre and Post-Online Survey evaluations, in August, 2022 and May, 2023.
- 9) The participating classroom teachers agree to complete a "Thank You Project" outside of KEEP class time for CISD who make Kids Excel possible in every Canutillo elementary school.

If this proposal is satisfactory to CISD, we look forward to entering into a formal Contract for Services.

Thank you very much for your consideration, and we look forward to continuing our strong relationship with CISD and its fourth grade students.

Respectfully,

A handwritten signature in black ink, appearing to read 'CE', with a long horizontal flourish extending to the right.

Courtney Elam
Executive/Artistic Director,
Kids Excel El Paso, Inc.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Reggio Emilia Inspired Play-Based Early Childhood Learning Environments & PreK - 3 Montessori Classroom utilizing Region 19 RFP 20-7373. Approval to purchase from Lakeshore Learning Materials in the amount of \$83,939.52

Justification Statement: The Canutillo ISD Early Childhood Program has been developed to provide intentional, meaningful and reserch-based learning opporuntities that nurture optimal development of all students. The pandemic resulted in a decline in participation in preschool programs. In turn, there was significant loss of important learning opporuntities for young children and the consequences were detrimental not only to their learning but to their overalll development and mental health. Our district is committed to providing high quality early childhood experiences through innovative ways such as creating environments that inspire creativity, critical thinking skills and collaboration.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: Sandra Carrillo and Jesica Arellano

Signature of Requester(s)

Sandra Carrillo *J. Arellano*

Signature of Presenter(s)

[Signature]

Elizabeth B. Sida, Purchasing Agent

7/29/2022

Business Services Approval (Initials)

Date

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

In an effort to support our youngest learners, and continue to offer new oportunites to enhance and support our innovative early childhood program we are requesting to proceed with the purchase of materials and furniture to implement a Reggio-Emilia Inspired Play-Based Learning Environment at all 6 elementary campuses. Currently this model is being implemented at Bill Childress Elementary and has proven to positively impact young students in all areas of their growth and development. The Reggio Emilia educational approach believes that all children are capable, competent and creative. One of its guiding principles views the environment as the third teacher. The implementation of this Reggio inspired play based environment will encourage creativity, problem-solving, experimentation, exploration and open-ended play. In addition, Canutillo ISD is also working on openng a section for our three year old population. In this classroom we hope to offer a Montessori approach to learning. investing in our youngest learners will provide them with a solid foundation and help reduce the early achievement gap. .

RECOMMENDATION: C&I recommends to approve the purchase of these materials and furniture in order to provide high quality early childhood experiences to all students.

PRIOR BOARD ACTION: NA AWARDED: NA AWARDED AMOUNT: NA

AMOUNT(S): \$83,939.52

ACCOUNT NO(S): 282.11.6399.00.916.11 and 282.11.6397.00.916.11

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Region 19 RPF 20-7373 (Also obtained three quotes)

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:
Non-approval will result in a loss of high quality opportunities for our youngest learners and will attribute to early achievement gaps.

IMPLEMENTATION TIMELINE:
Implementation will begin in the 22-23 school year.

ATTACHMENT(S): Lakeshore quotes and Region 19 RFP
Quote Summary/Cost Analysis for 2nd & 3rd ¹²⁰ quotes



SIGNATURE CERTIFICATE





REFERENCE NUMBER

B3749906-2E1C-4F4D-AD95-45FC69E8C009

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number B3749906-2E1C-4F4D-AD95-45FC69E8C009</p> <p>Transaction Type Signature Request</p> <p>Sent At 07/29/2022 17:51 EDT</p> <p>Executed At 08/01/2022 12:08 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 5d7dd3b0c44b54c591899da56d0155365ec168d5e7be699b8442126592fac679</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Exec Summ Lakeshore Pk-3 Montessori _ C&I Dept</p> <p>Filename exe_sum_lakeshore_pk_montesorri_board_agenda_item_rev_indd.pdf</p> <p>Pages 1 page</p> <p>Content Type application/pdf</p> <p>File Size 686 KB</p> <p>Original Checksum 640ac0a93f329b1e7115b1ab628aacb04ea0f0b997ae623e19c20406afd23593</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Sandra Carrillo</p> <p>Email scarrillo@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 641e980bd47b9a995c48b7d0d4313d67a7f2d3852d22bc9a0366a540a52cdc42</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Mac</p> <p>Typed Signature</p>  <p>Signature Reference ID C91531FC</p>	<p>Viewed At 08/01/2022 12:05 EDT</p> <p>Identity Authenticated At 08/01/2022 12:08 EDT</p> <p>Signed At 08/01/2022 12:08 EDT</p>
<p>Name Jessica Arellano</p> <p>Email jarellano@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 775e6f6f946493daa16376fe4738a6ed5b8fbbebb8592f3dc8a01f88e8a938944</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Drawn Signature</p>  <p>Signature Reference ID E00A618D</p> <p>Signature Biometric Count 434</p>	<p>Viewed At 07/29/2022 17:52 EDT</p> <p>Identity Authenticated At 07/29/2022 17:53 EDT</p> <p>Signed At 07/29/2022 17:53 EDT</p>

AUDITS

TIMESTAMP	AUDIT
07/29/2022 17:51 EDT	CISD Finance Department (finance@canutillo-isd.org) created document 'exe_sum_lakeshore_pk_montesorri_board_agenda_item_rev_indd.pdf' on Chrome via Windows from 70.125.228.98.
07/29/2022 17:51 EDT	Sandra Carillo (scarrillo@canutillo-isd.org) was emailed a link to sign.
07/29/2022 17:51 EDT	Jesica Arellano (jarellano@canutillo-isd.org) was emailed a link to sign.
07/29/2022 17:52 EDT	Jesica Arellano (jarellano@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
07/29/2022 17:53 EDT	Jesica Arellano (jarellano@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
07/29/2022 17:53 EDT	Jesica Arellano (jarellano@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.
08/01/2022 12:05 EDT	Sandra Carillo (scarrillo@canutillo-isd.org) viewed the document on Chrome via Mac from 70.125.228.98.
08/01/2022 12:08 EDT	Sandra Carillo (scarrillo@canutillo-isd.org) authenticated via email on Chrome via Mac from 70.125.228.98.
08/01/2022 12:08 EDT	Sandra Carillo (scarrillo@canutillo-isd.org) signed the document on Chrome via Mac from 70.125.228.98.



QUOTE 74422

Lakeshore Learning Materials
2695 E. Dominguez Street Carson, CA 90895
(310) 537-8600 (800) 421-5354
FAX: (310) 900-2189
www.lakeshorelearning.com
To contact your local representative,
Raymundo Villegas, please call (800) 421-5354

Bill-to: 42871
CANUTILLO INDEP SCHOOL DIST
ACCOUNTS PAYABLE
PO BOX 100
CANUTILLO TX 79835
(915) 877-3726
Billto Email:

Ship-to: 999999
VERIFY SHIP TO
CANUTILLO TX 79835
Shipto Email:

Entry Date: 06/08/2022 Your Reference No.:FURNITURE

Comment

PLEASE VERIFY SHIPPING ADDRESS
WHEN PLACING YOUR ORDER.

PRICES GOOD FOR 90 DAYS. ITEM
AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING
DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER
74422 ON YOUR PURCHASE ORDER.

MONICA LOZANO - QUOTE AGENT

PLEASE VERIFY SHIPPING ADDRESS
WHEN PLACING YOUR ORDER.

Table with 6 columns: Line, Item, Qty, Description, Price, Extended. Contains line items 1 through 26 with various furniture and carpet descriptions and prices.

26A	JJ726-1	1	BOX 1 OF 2 FOR JJ726	\$0.00	\$0.00
26B	JJ726-2	1	BOX 2 OF 2 FOR JJ726	\$0.00	\$0.00
27	JJ322	2	<u>11.5 IN BIRCH CLASSROOM CHAIR</u>	\$104.49	\$208.98
	ESTIMATED SHIP DATE SUBJECT TO CHANGE				
31	JJ175	1	<u>HELP-YOURSELF STORAGE CENTER</u>	\$607.05	\$607.05
32	LM115	1	<u>CLEAR-VIEW BINS - SET OF 5</u>	\$51.78	\$51.78
	Which consists of:				
32A	LC91	5	<u>LAKESHR CLEAR-VIEW STORAGE BOX</u>	\$0.00	\$0.00
33	JJ791	2	<u>30X60 IN RECT BIRCH TBL 21 HGH</u>	\$322.05	\$644.10
	Which consists of:				
33A	JJ30X60TT	2	30X60 BIRCH TABLETOP	\$0.00	\$0.00
33B	JJ21LG	2	LEGS FOR 21 IN BIRCH TABLE	\$0.00	\$0.00
35	JJ322	12	<u>11.5 IN BIRCH CLASSROOM CHAIR</u>	\$104.49	\$1,253.88
	ESTIMATED SHIP DATE SUBJECT TO CHANGE				
39	JJ325	1	<u>17.5 IN TEACHERS BIRCH CHAIR</u>	\$151.99	\$151.99
41	JJ322	4	<u>11.5 IN BIRCH CLASSROOM CHAIR</u>	\$104.49	\$417.96
	ESTIMATED SHIP DATE SUBJECT TO CHANGE				
45	JJ754	1	<u>42 IN ROUND BIRCH TBL 21 HIGH</u>	\$322.05	\$322.05
	Which consists of:				
45A	JJ42TT	1	42 ROUND BIRCH TABLETOP	\$0.00	\$0.00
45B	JJ21LG	1	LEGS FOR 21 IN BIRCH TABLE	\$0.00	\$0.00
47	JJ168	1	<u>PRESCHOOL STORAGE UNIT</u>	\$407.55	\$407.55
48	JJ376	2	<u>INDIVIDUAL COAT LOCKERS FOR 10</u>	\$692.55	\$1,385.10
49	LC1591	1	<u>EASY-STACK COT CARRIER</u>	\$113.05	\$113.05
50	FF970FG	4	<u>CN EASY-STACK COTS-SET 5-FG</u>	\$379.05	\$1,516.20
	Which consists of:				
50A	FF977FG	20	<u>CLR NATURE EASY-STACK COT-FG</u>	\$0.00	\$0.00
51	LC1589	8	<u>LAKESHORE COT SHEET</u>	\$16.14	\$129.12
52	LC1589Z	1	<u>LAKESHORE COT SHEET-DOZEN</u>	\$179.55	\$179.55
	Which consists of:				
52A	LC1589	12	<u>LAKESHORE COT SHEET</u>	\$0.00	\$0.00
				Subtotal:	\$13,030.82
				0.0% Tax:	\$0.00
				Freight Amount:	\$0.00
				Total:	\$13,030.82

QUOTE 84326

Lakeshore Learning Materials
 2695 E. Dominguez Street Carson, CA 90895
 (310) 537-8600 (800) 421-5354
 FAX: (310) 900-2189
www.lakeshorelearning.com

To contact your local representative,
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Bill-to: 42871
 CANUTILLO INDEP SCHOOL DIST
 ACCOUNTS PAYABLE
 PO BOX 100
 CANUTILLO TX 79835
 (915) 877-3726
Billto Email: SCARRILLO@CANUTILLO-ISD.ORG

Ship-to: 999999
 SHIP TO
 CANUTILLO TX 79835
 SANDRA
Shipto Email:

Entry Date: 07/20/2022

Your Reference No.: QUOTE

Comment

PLEASE VERIFY SHIPPING ADDRESS
 WHEN PLACING YOUR ORDER.
 PRICES GOOD FOR 90 DAYS. ITEM
 AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING
 DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER
 84326 ON YOUR PURCHASE ORDER.

PRISCILLA REYES - QUOTE AGENT

Line Item	Out Of Stock	Ship By	Qty	Description	Price	Extended
1	LA949	09/23/2022	10	<u>LAKESHORE H-D HARDWOOD EASEL</u>	\$227.05	\$2,270.50
3	LL680X		1	<u>TODDLER CAREER COSTUME SET</u>	\$189.05	\$189.05
Which consists of:						
3A	LL682		1	<u>TODDLER POLICE OFFICER</u>	\$0.00	\$0.00
3B	LL683		1	<u>TODDLER FIREFIGHTER</u>	\$0.00	\$0.00
3C	LL684		1	<u>TODDLER MAIL CARRIER</u>	\$0.00	\$0.00
3D	LL685		1	<u>TODDLER DOCTOR</u>	\$0.00	\$0.00

3E	LL686		1	TODDLER CHEF	\$0.00	\$0.00
3F	LL687		1	TODDLER CONSTRUCTION WORKER	\$0.00	\$0.00
4	LC685		5	DBL-SPACE MBL DRYNG RACK-NATRL	\$265.05	\$1,325.25
5	PP717X		1	LAKESHORE MAGIC BOARD-SET 10	\$141.55	\$141.55
Which consists of:						
5A	PP717		10	LAKESHORE MAGIC BOARD	\$0.00	\$0.00
6	PP508		6	SENSORY STARS BEANBAG SET	\$20.89	\$125.34
7	CA312		6	CALMING CUDDLE BALL	\$37.99	\$227.94
8	EA294		5	5-MINUTE GIANT SAND TIMER	\$15.99	\$79.95
9	FF465		6	MOODS AND EMOTIONS BOOK SET	\$47.49	\$284.94
10	FF185	09/14/2022	6	COZY CORNER CANOPY	\$85.49	\$512.94
12	SE581		6	RAINBOW LIQUID SNSRY VIEWERS	\$31.34	\$188.04
13	LC118		6	6FT NAVY BLUE ROUND CARPET	\$170.05	\$1,020.30
14	WB338		5	SHATTERPROOF SCHOOL MIRROR	\$189.05	\$945.25
15	BR573		5	EASY-BUILD BRICKS-STARTER SET	\$189.05	\$945.25
16	LA201		5	STARTER BLOCK SET STORAGE CAB	\$379.05	\$1,895.25
17	LC199		5	CALMING CLRS PILLOWS-SET OF 5	\$141.55	\$707.75
18	FF417	09/02/2022	1	ALL AROUND DRESS-UP CENTER	\$474.05	\$474.05
20	TT933		5	LAKESHORE EMERGENT READERS	\$47.49	\$237.45
21	FF290	10/03/2022	1	BEST-BUY LISTENING CENTER	\$255.55	\$255.55
Which consists of:						
21A	JJ665		1	PORTABLE CD PLAYER	\$0.00	\$0.00
21B	FF289		1	BEST-BUY STORAGE CENTER ONLY	\$0.00	\$0.00
21C	FN2924C		4	LISTENING CENTER HEADPHONES	\$0.00	\$0.00
21D	LA802		1	8-STATION JUNC BOX W-VOL CNTRL	\$0.00	\$0.00
23	LC1410	08/11/2022	1	10-PLAYER RHYTHM SET	\$56.99	\$56.99
25	VX850		1	BST-BUY CRAYON LARGE-8-CLR BOX	\$56.99	\$56.99
26	RR580X		1	BIG MOUTH ANIMALS PUPPET SET	\$56.99	\$56.99
Which consists of:						
26A	RR581		1	BIG MOUTH COW PUPPET	\$0.00	\$0.00
26B	RR582		1	BIG MOUTH PIG PUPPET	\$0.00	\$0.00
26C	RR583		1	BIG MOUTH FROG PUPPET	\$0.00	\$0.00
26D	RR584		1	BIG MOUTH DUCK PUPPET	\$0.00	\$0.00
26E	RR585		1	BIG MOUTH DOG PUPPET	\$0.00	\$0.00
26F	RR586		1	BIG MOUTH BEAR PUPPET	\$0.00	\$0.00
27	RR653	09/23/2022	1	LKSHR COMMNTY BLCK PLAY PEOPLE	\$47.49	\$47.49
29	RJ10		1	BLOCK PLAY TRAFFIC SIGNS	\$28.49	\$28.49
30	PP871		1	CASTLE BLOCKS	\$71.99	\$71.99
31	JJ516		1	DBL-WIDE TCH EASEL-LOCK CASTRS	\$474.05	\$474.05
32	BT183		6	BEST-BUY TUB OF ANIMALS	\$66.49	\$398.94
33	LA827		10	LAKESHORE PUPPET TREE	\$66.49	\$664.90
34	JJ168	07/27/2022	5	PRESCHOOL STORAGE UNIT	\$436.05	\$2,180.25
36	AX20		7	LKSHR DOUGH ASSORTMENT-SET 1	\$71.24	\$498.68

Which consists of:

36A AX2		7	<u>LAKESHORE DOUGH-RED</u>	\$0.00	\$0.00
36B AX4		7	<u>LAKESHORE DOUGH-BLUE</u>	\$0.00	\$0.00
36C AX6		7	<u>LAKESHORE DOUGH-YELLOW</u>	\$0.00	\$0.00
36D AX8		7	<u>LAKESHORE DOUGH-GREEN</u>	\$0.00	\$0.00
36E AX14		7	<u>LAKESHORE DOUGH-ORANGE</u>	\$0.00	\$0.00
36F AX16		7	<u>LAKESHORE DOUGH-PURPLE</u>	\$0.00	\$0.00
37 TT394		14	<u>MOLD PLAY SENSORY SAND 10 LB.</u>	\$37.99	\$531.86
38 JJ987	09/26/2022	1	<u>MAGNETIC WRITE-WIPE BIG BK CTR</u>	\$436.05	\$436.05
40 LC362		6	<u>THE BUTTERFLY NURSERY</u>	\$47.49	\$284.94
41 DG585		10	<u>30X48IN HEAVY-DUTY RECT TABLE</u>	\$274.55	\$2,745.50

Which consists of:

41A DGT3048		10	NAT. 30X48IN TABLETOP	\$0.00	\$0.00
41B DGL2130		10	NAT. 21X30IN TABLE LEGS	\$0.00	\$0.00
42 DG579		5	<u>42IN ROUND HEAVY-DUTY TABLE</u>	\$312.55	\$1,562.75

Which consists of:

42A DGT42		5	NAT. 42IN ROUND TABLETOP	\$0.00	\$0.00
42B DGL2130		5	NAT. 21X30IN TABLE LEGS	\$0.00	\$0.00
43 DD420SG		5	<u>CALM CLR PRM BNBG SEAT-SAGE GR</u>	\$85.49	\$427.45
44 PP750X		6	<u>DESIGN-BUILD ENGINEERING CNTRS</u>	\$151.05	\$906.30

Which consists of:

44A PP752		6	<u>STEM VEHICLE BUILDING CENTER</u>	\$0.00	\$0.00
44B PP751		6	<u>STEM BRIDGE BUILDING CENTER</u>	\$0.00	\$0.00
44C PP753		6	<u>STEM HOUSE BUILDING CENTER</u>	\$0.00	\$0.00
45 LC663		5	<u>FLEX-SPACE W-W MBL RECT TABL</u>	\$664.05	\$3,320.25

Which consists of:

45A LCL23344		5	4EA 23-34IN TABLE LEGS-CASTERS	\$0.00	\$0.00
45B LCD663M		5	W-W DESKTOP FOR LC663	\$0.00	\$0.00
46 JJ845	10/03/2022	5	<u>BUTCHER-BLOCK TABLE-CHAIR SET</u>	\$360.05	\$1,800.25

Which consists of:

46A JJ849		5	BUTCHER BLOCK TABLE	\$0.00	\$0.00
46B JJ847		10	<u>EXTRA BUTCHER BLOCK CHAIR</u>	\$0.00	\$0.00
48 DD965X		7	<u>LKSHR POSE-PLAY FAMILIES-SET</u>	\$103.55	\$724.85

Which consists of:

48A DD968		7	<u>POSE-PLAY CAUCASIAN FAMILY</u>	\$0.00	\$0.00
48B DD966		7	<u>POSE-PLAY HISPANIC FAMILY</u>	\$0.00	\$0.00
48C DD967		7	<u>POSE-PLAY AFRICAN AMER FAMILY</u>	\$0.00	\$0.00
48D DD969		7	<u>POSE-PLAY ASIAN FAMILY</u>	\$0.00	\$0.00
49 LC890X		6	<u>LAKESHORE CAREER COSTUME SET</u>	\$379.05	\$2,274.30

Which consists of:

49A LC815		6	<u>CNSTRCTN WRKER CAREER COSTUME</u>	\$0.00	\$0.00
49B LC801		6	<u>MAIL CARRIER CAREER COSTUME</u>	\$0.00	\$0.00
49C LC825		6	<u>NURSE CAREER COSTUME</u>	\$0.00	\$0.00

49D	LC807		6	<u>DOCTOR CAREER COSTUME</u>	\$0.00	\$0.00
49E	LC901		6	<u>CHEF CAREER COSTUME</u>	\$0.00	\$0.00
49F	LC855		6	<u>POLICE OFFICER CAREER COSTUME</u>	\$0.00	\$0.00
49G	LC848	09/06/2022	6	<u>FIREFIGHTER CAREER COSTUME</u>	\$0.00	\$0.00
49H	LC802	08/29/2022	6	<u>ASTRONAUT CAREER COSTUME</u>	\$0.00	\$0.00
49I	LC803		6	<u>PILOT CAREER COSTUME</u>	\$0.00	\$0.00
49J	LC804		6	<u>VETERINARIAN CAREER COSTUME</u>	\$0.00	\$0.00
51	HH718		6	<u>PET VET CENTER</u>	\$37.99	\$227.94
52	GG705		6	<u>THE DOCTORS OFFICE</u>	\$56.99	\$341.94
53	PX2020	07/21/2022	6	<u>LAKSHR WASHABLE TEMPERA-ASST</u>	\$37.52	\$225.12
55	JJ798	10/10/2022	5	<u>CLASSROOM SPACE-SAVER BOOKCASE</u>	\$426.55	\$2,132.75
57	JJ195	10/25/2022	5	<u>ALL-PURPOSE STORAGE UNIT</u>	\$550.05	\$2,750.25
59	HH672		5	<u>COLORS OF NATURE CRPT FOR 20</u>	\$312.55	\$1,562.75
60	TT848	09/27/2022	7	<u>AROUND TOWN VEHICLES</u>	\$20.89	\$146.23
62	TT835		7	<u>AROUND TOWN PLAY CARPET</u>	\$37.99	\$265.93
63	CS459		6	<u>SNAP AND BUILD BLOCKS</u>	\$37.99	\$227.94
64	AA612		7	<u>HARDWOOD BLOCKS - SET OF 100</u>	\$119.99	\$839.93

Which consists of:

64A	AA611		14	<u>HARDWOOD BLOCKS - SET OF 50</u>	\$0.00	\$0.00
65	PP723		6	<u>REAL-WORKING CASH REGISTER</u>	\$37.99	\$227.94
66	HH919		6	<u>LAKESHORE GROCERY SET</u>	\$56.99	\$341.94
67	LM365		6	<u>BEST-BUY PLAY FOOD ASSORTMENT</u>	\$56.99	\$341.94
68	LA427		6	<u>BEST-BUY KITCHEN PLAYSET</u>	\$47.49	\$284.94
69	AZ985		6	<u>PUSH-BUTTON PLAY PHONE</u>	\$18.99	\$113.94
70	LC371	09/13/2022	6	<u>ALL-IN-ONE KITCHEN</u>	\$949.05	\$5,694.30
72	HH817	10/17/2022	6	<u>LAKESHORE GIANT TREEHOUSE</u>	\$284.05	\$1,704.30
74	HH806		6	<u>TREEHOUSE FURNITURE SET</u>	\$160.55	\$963.30
75	DG547		5	<u>MAGNA-TILES - CLASS SET</u>	\$123.49	\$617.45
76	HH489		7	<u>MY LITTLE NURSERY</u>	\$28.49	\$199.43
77	JJ442SS		20	<u>11.5 CLR NAT STACK CHAIR-SS</u>	\$52.24	\$1,044.80
78	LA315		6	<u>TOP FOR ECON SAND-WATER TABLE</u>	\$47.49	\$284.94
79	LA309		6	<u>ECONOMY SAND AND WATER TABLE</u>	\$141.55	\$849.30
80	LA906DC		5	<u>LIGHT TABLE SENSORY BUNDLE</u>	\$745.75	\$3,728.75

Which consists of:

80A	LL526		5	<u>SPACE-SAVER CLR-CHANGE LT TBL</u>	\$0.00	\$0.00
80B	LL581		5	<u>LIGHT TABLE SENSORY TRAY</u>	\$0.00	\$0.00
80C	LL541		5	<u>TRANSLUCENT SENSORY BEADS</u>	\$0.00	\$0.00
80D	LL540		5	<u>TRANSLUCENT SENSORY RINGS</u>	\$0.00	\$0.00
80E	LL539		5	<u>TRANSLUCENT SENSORY BALLS</u>	\$0.00	\$0.00
81	LC762GR		10	<u>FLX-SPC 12IN PREM WOB CHR-GR</u>	\$75.99	\$759.90
82	LC255		5	<u>INDOOR-OUTDOOR FLOOR SEATS</u>	\$113.05	\$565.25

Which consists of:

82A	LC237		20	<u>INDOOR-OUTDOOR FLOOR SEATS</u>	\$0.00	\$0.00
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83	RR790		5	<u>SOFT-SAFE TREE SEATS-ST OF 3</u>	\$284.05	\$1,420.25
84	LK657	09/09/2022	5	<u>JUST LIKE HOME COMFY COUCH</u>	\$379.05	\$1,895.25
86	EE369		5	<u>HARDWOOD SIDE TABLE</u>	\$66.49	\$332.45
87	RR650X		5	<u>LETS TALK KID PUPPETS SET</u>	\$141.55	\$707.75

Which consists of:

87A	RR655		5	<u>AFRICAN AMERICAN BOY PUPPET</u>	\$0.00	\$0.00
87B	RR656		5	<u>AFRICAN AMERICAN GIRL PUPPET</u>	\$0.00	\$0.00
87C	RR663		5	<u>CAUCASIAN BOY PUPPET</u>	\$0.00	\$0.00
87D	RR664		5	<u>CAUCASIAN GIRL PUPPET</u>	\$0.00	\$0.00
87E	RR646		5	<u>ASIAN GIRL PUPPET</u>	\$0.00	\$0.00
87F	RR678		5	<u>HISPANIC BOY PUPPET</u>	\$0.00	\$0.00
87G	RR645		5	<u>ASIAN BOY PUPPET</u>	\$0.00	\$0.00
87H	RR679		5	<u>HISPANIC GIRL PUPPET</u>	\$0.00	\$0.00
88	LA805		8	<u>LAKESHORE PUPPET THEATER</u>	\$122.55	\$980.40
89	LC590X		5	<u>LIGHT TABLE MANIP CENTER</u>	\$113.05	\$565.25

Which consists of:

89A	LC581		5	<u>LIGHT TABLE MANIPS-DOMINOES</u>	\$0.00	\$0.00
89B	LC582		5	<u>LIGHT TBL MANIPS-COLOR CHIPS</u>	\$0.00	\$0.00
89C	LC583		5	<u>LIGHT TABLE MANIPS-BUTTONS</u>	\$0.00	\$0.00
89D	LC585		5	<u>LT TBL MANIPS-PATTERN BLOCKS</u>	\$0.00	\$0.00
89E	LC586		5	<u>LIGHT TABLE MANIPS-GEMS</u>	\$0.00	\$0.00
89F	LC587		5	<u>LIGHT TABLE MANIPS-BUGS</u>	\$0.00	\$0.00
89G	LC588		5	<u>LIGHT TABLE MANIPS-LETTERS</u>	\$0.00	\$0.00
89H	LC589		5	<u>LIGHT TABLE MANIPS-NUMBERS</u>	\$0.00	\$0.00
89I	LC556		5	RACK FOR LIGHT TABLE LIBRARY	\$0.00	\$0.00
89J	LC557		5	LABELS FOR LIGHT TABLE LIBRARY	\$0.00	\$0.00
90	EE290		5	<u>DESIGN-BUILD WATER BLOCKS</u>	\$31.34	\$156.70
91	LC737	08/19/2022	5	<u>PUMP AND PLAY MUD KITCHEN</u>	\$1,044.05	\$5,220.25

Which consists of:

91A	LC737-1		5	BOX 1 OF 2 FOR LC737	\$0.00	\$0.00
91B	LC737-2		5	BOX 2 OF 2 FOR LC737	\$0.00	\$0.00
93	LC738		5	<u>MUD KITCHEN PLAYSET</u>	\$47.49	\$237.45
94	LC528BU		10	<u>FLEX-SPACE 17IN BALL SEAT-BU</u>	\$23.74	\$237.40
95	RE992		5	<u>ALPHABET-THEME BOOK LIBRARY</u>	\$38.47	\$192.35
96	DS239		6	<u>BABY DOLL FEEDING SET</u>	\$26.59	\$159.54
97	DS205		6	<u>CLOTHES FOR 10IN NEWBORN DOLLS</u>	\$31.34	\$188.04
98	DS240		6	<u>BABY DOLL BLANKETS-BOTTLES</u>	\$37.99	\$227.94
99	LC1340X		6	<u>H-D NYLON BRISTLES-10 COLORS</u>	\$12.34	\$74.04
100	LA820X		6	<u>LKSHR NO-SPILL PAINT CUPS-10EA</u>	\$18.99	\$113.94
101	TA9		6	<u>NEWSPRINT EASEL PAPER</u>	\$23.74	\$142.44
102	GG421		5	<u>BOOK DISPLAY STAND FOR 20</u>	\$47.49	\$237.45

Freight Amount: \$0.00

Total: \$70,908.70

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUOTE TABULATION**



Quote Summary/Cost Analysis

Prepared by: Purchasing per quotes provided by dept **Campus/Department** C&I

Description: Furniture and program initiatives needed for PreK-3 Montessori classroom			
Vendor A Lakeshore	Vendor B School Specialty	Vendor C Kaplan	Vendor D
COST Furniture \$13,030.82 Curriculum \$70,908.70	COST Subtotal \$123,279.36	COST Subtotal \$91,836.95 Shipping \$4,368.26	COST
COST TOTAL \$83,939.52	COST TOTAL \$123,279.36	COST TOTAL \$95,755.21	COST

Recommended vendor for award: Lakeshore

Justification for award: Department submitted board item for Board approval for items needed for tPrek-3 Montessori classroom. Three quotes were obtained, and Lakeshore learning is recommended for award due to lowest cost

Instructions: Note the person who has prepared the summary and the Campus/Department who requested the quotes. Description must detail the need and purpose of the quotes. List vendors from whom quotes were obtained. List vendors total cost quoted. You must complete the recommended vendor for award and the justification/reason you are recommending that vendor.

Quote tabulation **MUST** be submitted to purchasing along with all quotes obtained.



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- [Label Maker](#)

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PRODUCT
QTY.
PRICE
TOTAL



2 Station Art Easel

Item 85875
Temporarily Out of Stock

[Update](#)

\$379.95

\$379.95



Fire Chief Role Play Dress-Up Clothes

Item 146624

[Update](#)

\$40.95

\$40.95



Toddler Police Officer Vest & Hat

Item 80095

[Update](#)

\$32.95

\$32.95



Toddler Chef Vest & Hat

Item 70380

[Update](#)

\$32.95

\$32.95



Toddler Construction Worker Vest & Hat

Item 80096

[Update](#)

\$32.95

\$32.95



Mail Carrier Garment

Item 90208

[Update](#)

\$39.95

\$39.95



Doctor Dress-Up Clothes

Item 90229

[Update](#)

\$39.95

\$39.95



Easel & Drying Rack Combo

Item 89029

Temporarily Out of Stock

[Update](#)

\$524.95

\$2,624.75



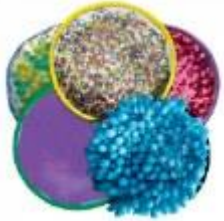
Gel Writing Boards - Set of 12

Item 47526

[Update](#)

\$69.95

\$69.95



Sensory Discs - Set of 5

Item 34265

[Update](#)

\$52.95

\$317.70



Pawz the Calming Pup

Item 37273

[Update](#)

\$26.95

\$161.70



[Large 1 Minute Sand Timer](#)

Item 63403

[Update](#)

\$18.95

\$94.75



[Social Emotional Board Books - Set of 4](#)

Item 91968

[Update](#)

\$37.95

\$227.70



[Liquid Motion Bubble Timers - Set of 3](#)

Item 37359

[Update](#)

\$32.95

\$197.70



[Feeling Natural Carpet - 5'4" Round](#)

Item 63810

This item will be drop shipped directly from the vendor.

Please allow 2-6 weeks for delivery.

[Update](#)

\$239.95

\$1,679.65



Pull-Up Mirror

Item 87904

[Update](#)

\$259.95

\$1,299.75



Edushape® Flexible EduBlock Set II - 50 Bricks

Item 40896

Temporarily Out of Stock

[Update](#)

\$379.95

\$1,899.75



Carolina Block Storage Organizer

Item 28765

[Update](#)

\$505.95

\$2,529.75



Soft Pillows 17" Square - Set of 6

Item 60294

[Update](#)

\$179.95

\$1,799.50



Premium Solid Maple Dress Up Center with Mirror

Item 1704

This item must be shipped by truck.

[Update](#)

\$499.95

\$499.95



I Can Read Books Grades K-1 - Set of 10

Item 23388

[Update](#)

\$49.95

\$249.75



6-Person Listening Center with CD/MP3/USB Player

Item 63307

[Update](#)

\$399.95

\$399.95



Natural Beginner Rhythm Band Set

Item 30399

[Update](#)

\$94.95

\$94.95



Large Crayons Class Pack - 400 Per Box

Item 61321

[Update](#)

\$59.95

\$50.95

\$50.95



[Look Who's Talking Animal Puppets - Set of 8](#)

Item 63576

[Update](#)

~~\$109.95~~

\$79.95

\$79.95



[Wooden Wedgie Career People - Set of 30](#)

Item 31656

[Update](#)

\$84.95

\$84.95



[Miniature Traffic Signs 7" High 13 Pieces](#)

Item 95256

[Update](#)

\$35.95

\$35.95



Unit Blocks - Basic Classroom Set I - 107 pieces, 28 shapes

Item 13904

[Update](#)

~~\$349.95~~

\$299.95

\$299.95



Mobile Flip Chart Writing Easel

Item 70219

[Update](#)

~~\$499.95~~

\$499.95



Worldwide Animals - Set of 21

Item 30905

[Update](#)

~~\$89.95~~

\$79.95

\$479.70



Puppet Storage Tree Display 49"

Item 10364

[Update](#)

\$128.95

\$1,289.50



Premium Solid Maple Toddler 5-Compartment Storage Unit - Solid Back

Item 1628

This item must be shipped by truck.

Temporarily Out of Stock

[Update](#)

\$524.95

\$5,249.50



Kaplan Dough - Set of Ten 3 lb. Tubs

Item 30741

[Update](#)

~~\$119.95~~

\$109.95

\$769.65



Sand Colored Kidfetti® - A Sensory Alternative to Sand

Item 20533

[Update](#)

\$89.95

\$1,259.30



2 Station Easel

Item 89581

This item will be drop shipped directly from the vendor.

Please allow 2-6 weeks for delivery.

[Update](#)

\$638.95

\$638.95



Butterfly Garden Set

Item 17142

[Update](#)

\$29.95

\$179.70



Laminate 30" x 48" Rectangle Table with 12" - 16" Adjustable Legs

Item 33576-TD

[Update](#)

~~\$279.95~~

\$2,799.50



48" Round High Pressure Laminate Table with Hardwood Legs - 18"

Item WD48RNDHPL18

This item will be drop shipped directly from the vendor.

Please allow 2-6 weeks for delivery.

[Update](#)

~~\$469.00~~

\$3,283.00



26" Vinyl Bean Bag Chair - Lime Green

Item 93882-LG

[Update](#)

~~\$89.95~~

\$78.95

\$552.65



Early Engineering® Set

Item 62997

[Update](#)

\$159.95

\$959.70



Wooden Round Mission Table with 2 Chairs

Item 89352

[Update](#)

\$349.95

\$2,449.65



Block Family Play Set - African-American

Item 45113

[Update](#)

\$28.95

\$202.65



Block Family Play Set - Caucasian

Item 45112

[Update](#)

\$28.95

\$202.65



Block Family Play Set - Asian

Item 95877

[Update](#)

\$28.95

\$202.65



Block Family Play Set - Hispanic

Item 95876

[Update](#)

\$28.95

\$202.65



Dramatic Play Garments - Set of 5

Item 32403

[Update](#)

\$199.95

\$1,199.70



Dramatic Play Garments - Set of 5

Item 32402

[Update](#)

\$199.95

\$1,199.70



Child's Veterinarian Kit

Item 89070

Temporarily Out of Stock

[Update](#)

\$44.95

\$269.70



Doctor Kit

Item 46933

[Update](#)

\$45.95

\$275.70



Washable 16 oz. Finger Paint - Set of 10 Colors

Item 200143

[Update](#)

\$38.95

\$233.70



Premium Solid Maple Shelf Storage - Solid Back

Item 1658

This item must be shipped by truck.

[Update](#)

\$469.95

\$2,349.75



Premium Solid Maple Multipurpose Shelf Storage

Item 1631

This item must be shipped by truck.

Temporarily Out of Stock

[Update](#)

\$671.95

\$4,703.65



Forest Babies Natural Colored Carpet - 6' x 9' Rectangle

Item 63205

[Update](#)

~~\$339.95~~

\$1,699.75



Toddler Vehicle Match-Ups - Set of 6

Item 63714

[Update](#)

~~\$34.95~~

\$29.95

\$209.65



City Life Rug - 36" x 79"

Item 28767

[Update](#)

~~\$91.95~~

\$643.65



Mini Forks Manipulative Set - 50 Pieces

Item 80749

[Update](#)

\$49.95

\$299.70



Wooden Unit Block Set C - 84 Piece Set

Item 89791

[Update](#)

\$164.95

\$1,154.65



Teaching Cash Register

Item 60352

[Update](#)

\$69.95

\$419.70



Grocery Store Play Food

Item 84721

[Update](#)

\$124.95

\$749.70



Life-size Pretend Play Breakfast, Lunch and Dinner Meal Sets

Item 46922

[Update](#)

\$99.95

\$599.70



Lil' Chef's Kitchen Set

Item 31144

[Update](#)

\$39.95

\$25.95

\$155.70



Pretend Play Stainless Steel Kitchen Essentials

Item 36921

[Update](#)

\$57.95

\$347.70



911 Telephone

Item 42729

[Update](#)

\$49.95

\$299.70



Carolina Wooden All-in-One Kitchen

Item 92069

This item must be shipped by truck.

Temporarily Out of Stock

[Update](#)

\$999.95

\$5,999.70



Magna-Tiles® 100-Piece Clear Colors Set

Item 48099

[Update](#)

\$139.95

\$699.75



[Umbrella Doll Stroller & 12" Baby Doll Nursery Set](#)

Item 148363

[Update](#)

\$65.95

\$461.65



[Berries® Stacking Chair with Chrome-Plated Legs and 10" Seating Height - Teal](#)

Item 16454-TL

Temporarily Out of Stock

[Update](#)

\$74.95

\$1,499.00



[Small Sensory Table With Lid](#)

Item 88545

[Update](#)

\$232.95

\$1,397.70



Wooden Preschool Light Table

Item 89683

[Update](#)

\$394.95

\$1,974.75



Light Table Accessory Kit

Item 63270

[Update](#)

\$69.95

\$349.75



Agate Light Table Slices - Set of 12

Item 86109

[Update](#)

\$19.95

\$99.75



Kids Antimicrobial Kore Wobble Chair 14" - Blue

Item 142249-BL

[Update](#)

\$77.99

\$779.90



Soft Oversized Blocks - Set of 12

Item 33032

[Update](#)

\$124.95

\$624.75



Wooden Frame Cushion Children's Couch - Blue

Item 13662

[Update](#)

\$566.95

\$2,834.75



Nature to Play™ Mini Spool

Item 32995

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[Update](#)

\$214.95

\$1,074.75



Kaplan Kids Puppets - Set of 7

Item 46713

[Update](#)

\$129.95

\$779.70



Tabletop Puppet Theater with Roll-Up Curtain

Item 36907

Temporarily Out of Stock

[Update](#)

\$73.95

\$591.60



Colorful Soft Foam Building Blocks - 68 Piece Set

Item 88749

[Update](#)

\$49.95

\$249.75



[Nature to Play™ Mud Kitchen](#)

Item 32986

<="" div="" style="border-box: border-box; font-size: 0.75rem;">

This item must be shipped by truck.

[Update](#)

\$1,120.95

\$5,604.75



[Mud Kitchen Accessories Kit](#)

Item 37771

Temporarily Out of Stock

[Update](#)

\$156.95

\$784.75



[No Roll Balance Ball](#)

Item 33746

[Update](#)

\$27.95

\$279.50



Learn the Alphabet Literacy Skills Books - Set of 6

Item 47839

[Update](#)

\$72.95

\$364.75



Baby Doll Mealtime Set

Item 32258

[Update](#)

\$24.95

\$149.70



Soft and Loveable 20" Realistic Doll Dress Up Clothes with Booties - Set of 3

Item 89293

[Update](#)

\$54.95

\$329.70



Soft and Cozy Doll Blankets - Set of 4

Item 31138

[Update](#)

\$34.95

\$209.70



Flat Stubby Handle Paint Brushes - Set of 30

Item 61319

[Update](#)

\$27.95

\$167.70



Non-Spill Paint Pots & Brushes Set

Item 16231

[Update](#)

\$27.95

\$25.95

\$155.70



12" x 18" Newsprint Paper - 5 Packs

Item 13336

[Update](#)

\$49.95

\$45.95

\$275.70



Carolina I Can See Book Bin

Item 28998

[Update](#)

\$109.95

\$549.75



Peaceful Tropical Night Rug - 8' x 12' Rectangle

Item 86859

This item will be drop shipped directly from the vendor.

Please allow 2-6 weeks for delivery.

[Update](#)

\$499.95

\$499.95



Premium Solid Maple 2-Shelf Storage - Solid Back

Item 1635

This item must be shipped by truck.

[Update](#)

\$639.95

\$639.95



Storage Bins With Lids - Set of 5 - Clear

Item 47997

[Update](#)

\$79.95

\$239.85



Premium Solid Maple High Quality Chairs - Set of 2

Item 1673

[Update](#)

\$245.95

\$491.90



Classic Carolina Chairs - 12" Seat Height - Set of 2

Item 28280

Temporarily Out of Stock

[Update](#)

\$219.95

\$1,979.55



[Sense of Place Nature's Stripes Green Carpet - 6' X 9](#)

Item 33171

[Update](#)

\$309.95

\$309.95



[Premium Solid Maple Book Display](#)

Item 1690

[Update](#)

\$435.95

\$435.95



[Sense of Place Rectangular Storage Baskets - Set of 3](#)

Item 31875

[Update](#)

\$145.95

\$145.95



Classic Carolina Chair - 16" Seating Height - Single

Item 28281

[Update](#)

\$139.95

\$419.85



Nature to Play™ Rectangle Table

Item 32991

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[Update](#)

\$999.95

\$999.95



10 Section Coat Locker

Item 29170

This item must be shipped by truck.

[Update](#)

\$999.95

\$1,999.90



Cot Carrier

Item WD87895

This item will be drop shipped directly from the vendor.

Please allow 2-6 weeks for delivery.

[Update](#)

\$140.00

\$140.00



[Value Line Standard Cots - Set of 4](#)

Item 85555

[Update](#)

\$314.95

\$1,574.75



[Value Line Standard Cot Sheet](#)

Item 33448

[Update](#)

\$16.95

\$339.00

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Ship via

Your order will ship via truck.

Subtotal

Estimated Shipping

Apply Discount Code [Coupon Exclusions](#)

\$91,836.95

\$4,368.26

Quote / Saved Cart



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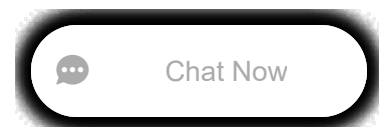
Cart 1021998822 | Last modified on 07/28/2022

Prices are subject to change in saved carts.

545 Items

Displaying products 1 - 75 of 106 <1 - 2>

Product	Delivery	Quantity	Unit Price	Total Price
 <p><u>Copernicus Double-Sided Bamboo Teaching Easel with Lids, 30-1/2 x 27 x 57 Inches</u></p> <p>Item #: 2092377 Ships Directly from Manufacturer Typically Within 2-4 Weeks - Lead Times Vary</p>	 <i>Free Shipping: ineligible</i>	<input type="text" value="1"/>	\$573.71 \$764.95	\$573.71
 <p><u>Childcraft On the Farm Hand-Painted Animals, Set of 15</u></p> <p>Item #: 280939 In Stock - Typically Ships Within 2-3 Days</p>	 <i>Free Shipping: eligible</i>	<input type="text" value="6"/>	\$76.49 \$101.99	\$458.94
 <p><u>Childcraft Locking 2-Door Storage Unit, 29-3/4 x 23 x 60 Inches</u></p> <p>Item #: 1484118 In Stock - Typically Ships Within 2-3 Days</p>	 <i>Free Shipping: ineligible</i>	<input type="text" value="5"/>	\$856.46 \$1,141.95	\$4,282.30





Marvel Education Co
Wooden Puppet Tree,
Adjustable, Holds 13 to 26
Hand Puppets

Free Shipping: eligible

5

\$74.32 ~~\$371.60~~
~~\$99.09~~

Item #: 1535086
 In Stock - Typically Ships
 Within 2-3 Days



Whitney Plus Cabinet, 48 x
14 x 30 Inches, Orange

Free Shipping: ineligible

10

\$641.96 ~~\$6,419.~~
~~\$855.95~~ **60**

Item #: 2040921
 Ships Directly from
 Manufacturer Typically Within
 2-4 Weeks - Lead Times Vary



Crayola Reusable Modeling
Dough Classpack, Assorted
Colors, Set of 6

Free Shipping: eligible

6

\$56.99 ~~\$341.94~~
~~\$75.99~~

Item #: 443942
 Temporarily Out of Stock -
 On Order

Save Now



Buy **School Smart Modeling Dough, 3-1/3**
Pound Buckets, Assorted Colors, Set of 6
 instead.

REPLACE IN CART

X

Your Price: **\$49.49** You Save: **\$7.50** each
 In Stock - Typically Ships Within 2-3
 Days



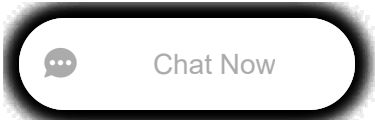
Sandtastik Therapy Play
Sand, 50 Pounds, White

Free Shipping: eligible

12

\$46.49 ~~\$557.88~~
~~\$61.99~~

Item #: 1601030
 Item Availability Information
 Not Available





Jonti-Craft Rainbow Accents Big Book Easel with Magnetic Write-n-Wipe, 24-1/2 x 15 x 30 Inches, Gray/Blue

Free Shipping: ineligible

1

\$554.21 \$554.21
~~\$738.95~~

Item #: 084771
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



Insect Lore Butterfly Pavilion with Voucher

Free Shipping: eligible

12

\$35.99 \$431.88

Item #: 1608927
In Stock - Typically Ships
Within 2-3 Days

* No Other Discounts Apply



Childcraft Single-Sided Junior Writing Center, 36-1/4 x 29-1/2 x 32-1/4 Inches

Free Shipping: ineligible

1

\$543.71 \$543.71
~~\$724.95~~

Item #: 1301526
Temporarily Out of Stock -
On Order



Childcraft Wood Table, Laminate Top, Rectangle, 48 x 36 x 24 Inches

Free Shipping: ineligible

10

\$392.21 \$3,922.1
~~\$522.95~~ 0

Item #: 1337191
Item Availability Information
Not Available





Children's Factory Pillow Set, 17 x 17 x 6 Inches, Polyester Cover, Primary Color, Set of 6

Free Shipping: eligible

5

\$215.21 \$1,076.
~~\$286.95~~ 05

Item #: 1468857
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



Children's Factory Premium Bean Bag Chair, 26 Inches, Sage

Free Shipping: ineligible

5

\$116.96 \$584.80
~~\$155.95~~

Item #: 1453553
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



Learning Resources Engineering and Design Building Set - Skate Park

Free Shipping: eligible

6

\$29.54 \$177.24
~~\$39.39~~

Item #: 1593857
In Stock - Typically Ships
Within 2-3 Days



Learning Resources Engineering and Design Building Set - City

Free Shipping: eligible

6

\$27.22 \$163.32
~~\$36.29~~

Item #: 1593855
In Stock - Typically Ships
Within 2-3 Days



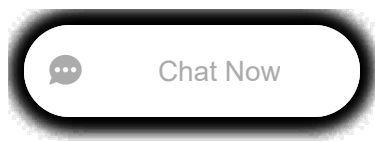
Learning Resources Engineering and Design Building Set - Tree House

Free Shipping: eligible

6

\$29.54 \$177.24
~~\$39.39~~

Item #: 1593856
In Stock - Typically Ships
Within 2-3 Days





K'NEX STEM Explorations: Roller Coaster Building Set of 500 Pieces

Free Shipping: eligible

6

\$45.44 \$272.64
~~\$60.59~~

Item #: 1574220
In Stock - Typically Ships
Within 2-3 Days



Jonti-Craft Rainbow Accents Big Book Easel, Magnetic Write-n-Wipe, 24-1/2 x 15 x 30 Inches

Free Shipping: ineligible

5

\$539.96 \$2,699.80

Item #: 7032750
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Trim Color:Blue



Carpets for Kids KIDply Soft Solids Carpet, 6 x 9 Feet, Rectangle

Free Shipping: ineligible

5

\$234.71 \$1,173.55

Item #: 7009155
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Carpet Color:Denim



Childcraft Simple Border Carpet, 6 Feet, Round

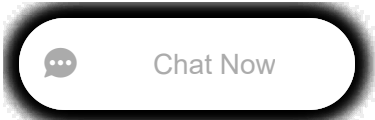
Free Shipping: ineligible

6

\$170.21 \$1,021.26

Item #: 7290954
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Carpet Color:Royal Blue





**Classroom Select
Rectangle With Round
Base, Markerboard Top, 30
x 60 Inches, T-Mold**

Free Shipping: ineligible

5

\$664.46 \$3,322.30

Item #: 7746874
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Edge Color:Marine Blue
Frame Color:Stainless Steel



**Childcraft Wood Table,
Laminate Top, Round, 36 x
18-3/4 Inches**

Free Shipping: ineligible

5

**\$276.71 \$1,383.5
~~\$368.95~~ 5**

Item #: 206110
Item Availability Information
Not Available



**Melissa & Doug Wooden
Chairs, 12 x 11-1/2 x 24-3/4
Inches, Natural, Set of 2**

Free Shipping: ineligible

1

**\$99.71 \$99.71
~~\$132.95~~**

Item #: 2090801
Ships Directly from
Manufacturer Typically Within
1 Week - Lead Times Vary



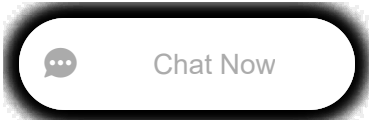
**Childcraft Multi-Ethnic
Family Figures Kit, Vinyl,
Set of 32**

Free Shipping: eligible

6

**\$110.92 \$665.52
~~\$147.89~~**

Item #: 1387273
Item Availability Information
Not Available





**Aeromax My First Career
Costumes and Hats, Set of
6**

Free Shipping: eligible

6

\$193.49 \$1,160.9
~~\$257.99~~ 4

Item #: 2024454
In Stock - Typically Ships
Within 2-3 Days



**Melissa & Doug Community
Worker Role Play
Costumes, Set of 4**

Free Shipping: eligible

6

\$152.47 \$914.82
~~\$203.29~~

Item #: 1301319
In Stock - Typically Ships
Within 2-3 Days



**Childcraft Dress-Up
Storage Unit, 47-3/4 x 16 x
42 Inches**

Free Shipping: ineligible

5

\$576.71 \$2,883.
~~\$768.95~~ 55

Item #: 074588
In Stock - Typically Ships
Within 2-3 Days



**Melissa & Doug Examine
and Treat Pet Vet Play Set,
24 Pieces**

Free Shipping: eligible

6

\$41.54 \$249.24
~~\$55.39~~

Item #: 2016174
In Stock - Typically Ships
Within 2-3 Days



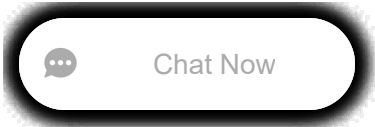
**Learning Resources
Pretend and Play Doctor
Play Set**

Free Shipping: eligible

6

\$32.39 \$194.34
~~\$43.19~~

Item #: 1574232
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary





**School Smart Washable
Tempera Paint Set,
Assorted Colors, Quart Set
of 12**

Free Shipping: eligible

6

\$50.99 \$305.94
~~\$67.99~~

Item #: 2002803
Temporarily Out of Stock -
On Order



**Childcraft ABC Furnishings
2-Shelf Storage Unit, 48 x
13 x 27-3/8 Inches**

Free Shipping: eligible

5

\$311.21 \$1,556.
~~\$414.95 05~~

Item #: 1526296
Temporarily Out of Stock -
On Order



**Nature View Acrylic Back
Cabinet, 48 x 11-3/4 x 36
Inches**

Free Shipping: ineligible

6

\$576.71 \$3,460.
~~\$768.95 26~~

Item #: 2040920
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



**Flagship Carpets Eva
Carpet, 8 Feet 4 Inches x 12
Feet, Rectangle**

Free Shipping: ineligible

5

\$397.46 \$1,987.3
~~\$529.95 0~~

Item #: 1456933
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



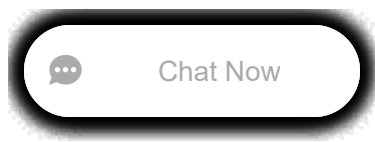
**Melissa & Doug Wooden
Town Vehicles, Set of 9**

Free Shipping: eligible


6

\$27.67 \$166.02
~~\$36.89~~

Item #: 1594194
Temporarily Out of Stock -
On Order



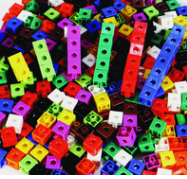


Childcraft ABC Furnishings  *Free Shipping: ineligible*
Zoom Around Town
Carpet, 4 x 6 Feet, Primary

6

\$89.96 \$539.76
~~\$119.95~~

Item #: 2049430
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary




Childcraft Linking  *Free Shipping: eligible*
Manipulative Cubes,
Assorted Colors, Set of 400

6

\$46.57 \$279.42
~~\$62.09~~

Item #: 1404571
Temporarily Out of Stock -
On Order



Childcraft Standard Unit  *Free Shipping: ineligible*
Block Set, 200 Pieces

5

\$506.32 \$2,531.6
~~\$675.09~~ 0

Item #: 1401500
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary




Learning Resources  *Free Shipping: eligible*
Pretend and Play Teaching
Cash Register

5

\$77.02 \$385.10
~~\$102.69~~

Item #: 076819
In Stock - Typically Ships
Within 2-3 Days

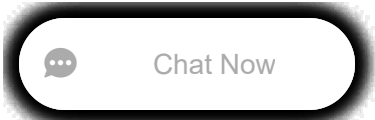


Melissa & Doug Let's Play  *Free Shipping: eligible*
House Grocery Basket, 9
Pieces

5

\$28.34 \$141.70
~~\$37.79~~

Item #: 2023856
In Stock - Typically Ships
Within 2-3 Days





**Learning Resources A to Z
Alphabet Groceries, Set of
26**

Free Shipping: eligible

5

\$43.72 \$218.60
~~\$58.29~~

Item #: 1533508
In Stock - Typically Ships
Within 2-3 Days



**Learning Resources New
Sprouts Classroom Play
Food Set, 100 Pieces**

Free Shipping: eligible

5

\$161.54 \$807.70
~~\$215.39~~

Item #: 1442700
In Stock - Typically Ships
Within 2-3 Days



**Dantoy Play Kitchen Dishes
Pack, 4 Settings, Assorted
Colors, 55 Pieces**

Free Shipping: eligible

10

\$61.34 \$613.40
~~\$81.79~~

Item #: 067739
In Stock - Typically Ships
Within 2-3 Days



**Learning Resources
Pretend & Play Teaching
Telephone**

Free Shipping: eligible

6

\$47.99 \$287.94
~~\$63.99~~

Item #: 502576
In Stock - Typically Ships
Within 2-3 Days



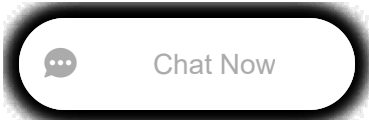
**Childcraft See-Thru
Kitchen Center**

Free Shipping: ineligible

5

\$824.96 \$4,124.
~~\$1,099.80~~
95

Item #: 1491193
In Stock - Typically Ships
Within 2-3 Days





**Melissa & Doug Hi-Rise
Wooden Dollhouse, 19
Pieces**

Free Shipping: ineligible

5

**\$213.29 \$1,066.
~~\$284.39~~ 45**

Item #: 2013956
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



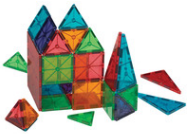
**Marvel Education
Complete Furniture Set**

Free Shipping: eligible

5

**\$173.62 \$868.10
~~\$231.49~~**

Item #: 278917
Temporarily Out of Stock -
On Order



**Magna-Tiles 3D Magnetic
Building Tiles, Clear Colors,
100 Pieces**

Free Shipping: eligible

5

**\$123.59 \$617.95
~~\$164.79~~**

Item #: 1517888
In Stock - Typically Ships
Within 2-3 Days



**Childcraft Baby Doll
Cradle, 25-1/4 x 18 x 10
Inches**

Free Shipping: ineligible

6

**\$127.46 \$764.76
~~\$169.95~~**

Item #: 1528604
In Stock - Typically Ships
Within 2-3 Days



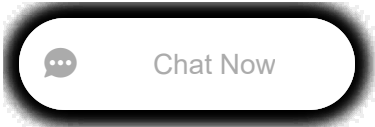
**Childcraft Baby Doll High
Chair, 14-1/2 x 11-5/8 x 24-
1/8 Inches**

Free Shipping: ineligible

6

**\$113.96 \$683.76
~~\$151.95~~**

Item #: 1528608
In Stock - Typically Ships
Within 2-3 Days





Classroom Select Royal Seating 1100 Four Leg Soft Plastic Shell Chair, 14 Inch Seat, Chrome Frame

Free Shipping: ineligible

20

\$56.96 \$1,139.20

Item #: 7004867
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Glide / Caster Type:Nylon
Seat and Back
Color:Sunflower



Childcraft Sand and Water Table with Shelf and Cover, White Tub, 42-3/8 x 30-1/8 x 23-5/8 Inches

Free Shipping: ineligible

5

\$893.21 \$4,466.50
~~\$1,190.95~~

Item #: 296633
Item Availability Information
Not Available



Jonti-Craft Light Box Table, 20-1/2 x 21 x 21 Inches

Free Shipping: eligible

5

\$479.21 \$2,396.05
~~\$638.95~~

Item #: 1574886
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



TickiT Complete Light Table Accessory Set, 4 Assorted Sets, 1004 Pieces

Free Shipping: eligible

5

\$194.32 \$971.60
~~\$259.09~~

Item #: 2009666
Temporarily Out of Stock -
On Order





Classroom Select NeoRok Plus Stool, Active Wobble Seating, Soft Seat Plus, 13-1/2 Inch Seat Height

Free Shipping: ineligible

10

\$125.21 \$1,252.10

Item #: 7293568
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Seat and Back Color:Lime



Childcraft Round Cushions, 15 x 15 x 2-1/2 Inches, Specify Color, Set of 4

Free Shipping: ineligible

5

\$124.46 \$622.30

Item #: 7539581
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Color:Primary



Classroom Select NeoLounge2 Indoor/Outdoor Square Ottoman, 17 x 17 x 17 Inches

Free Shipping: ineligible

18

\$97.46 \$1,754.28

Item #: 7657812
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Color:Lime



Classroom Select Soft Seating NeoLink Armed Sofa, 66 x 32 x 34 Inches

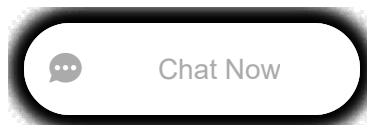
Free Shipping: ineligible

5

\$1,790.21 \$8,951.05

Item #: 7156180
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Fabric Color:Eon - Nocturnal





**Childcraft Wood Table,
Laminate Top, Round, 30 x
18-3/4 Inches**

Free Shipping: ineligible

5

\$214.46 \$1,072.3
~~\$285.95~~ 0

Item #: 206108
Item Availability Information
Not Available



**Children's Factory Multi-
Ethnic Puppets, 15 Inches,
Set of 6**

Free Shipping: eligible

5

\$219.67 \$1,098.
~~\$292.89~~ 35

Item #: 2013439
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



**Childcraft Dry-Erase
Tabletop Puppet Theatre,
30-3/4 x 7-3/4 x 29 Inches**

Free Shipping: ineligible

5

\$221.96 \$1,109.8
~~\$295.95~~ 0

Item #: 249450
Temporarily Out of Stock -
On Order



**Learning Resources Letter
Construction Kit, Assorted
Colors, 68 Pieces**

Free Shipping: eligible

10

\$89.99 \$899.90
~~\$119.99~~

Item #: 1404572
In Stock - Typically Ships
Within 2-3 Days



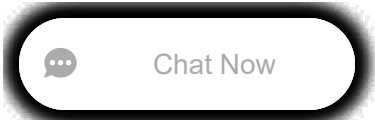
**Guidecraft Water Block Set,
8 Pieces**

Free Shipping: eligible

5

\$46.49 \$232.45
~~\$61.99~~

Item #: 260646
In Stock - Typically Ships
Within 2-3 Days





Children's Factory Builder Blocks, Set of 12

Free Shipping: eligible

5

\$453.14 \$2,265.7
~~\$604.19~~ 0

Item #: 1427897
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



Childcraft Outdoor Mud Kitchen and Grill, 47-3/4 x 21-1/4 x 32-1/4 Inches

Free Shipping: ineligible

5

\$1,026.7 \$5,133.5
1 5
~~\$1,368.~~
95

Item #: 2004416
Temporarily Out of Stock -
On Order



BCI Burke Three Drum Table, Ages 2 to 12, Various Options

Free Shipping: ineligible

5

\$2,396. \$11,984.
96 80

Item #: 7012672
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary

Plastic Component
Colors:Red
Post Color:Blue
Steel Accessories Color:Yellow



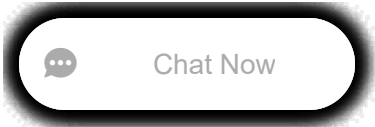
Melissa & Doug Let's Play House! Stainless Steel Pots and Pans Set, Set of 8

Free Shipping: eligible

5

\$38.84 \$194.20
~~\$51.79~~

Item #: 1580108
In Stock - Typically Ships
Within 2-3 Days





Abilitations StayN'Place Ball, 37 Inches, Color May Vary

Free Shipping: eligible

10

\$38.21 \$382.10
~~\$50.95~~

Item #: 1318000
In Stock - Typically Ships
Within 2-3 Days



Scholastic First Little Readers, Level C

Free Shipping: eligible

5

\$95.39 \$476.95
~~\$127.19~~

Item #: 1368599
In Stock - Typically Ships
Within 2-3 Days



Scholastic First Little Readers, Level A

Free Shipping: eligible

5

\$95.39 \$476.95
~~\$127.19~~

Item #: 1368597
In Stock - Typically Ships
Within 2-3 Days



Scholastic First Little Readers, Level B

Free Shipping: eligible

5

\$95.39 \$476.95
~~\$127.19~~

Item #: 1368598
In Stock - Typically Ships
Within 2-3 Days



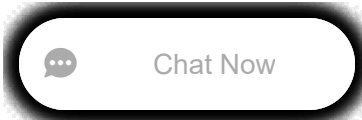
Childcraft Alphabet Book Set, Grade K to 2, Set of 10

Free Shipping: eligible

5

\$133.42 \$667.10
~~\$177.89~~

Item #: 1497001
In Stock - Typically Ships
Within 2-3 Days





Melissa & Doug Time to Eat Feeding Set, Baby Food and Bottles, Pink, 8 Pieces *Free Shipping: eligible*

6

\$23.02 \$138.12
~~\$30.69~~

Item #: 2012970
Ships Directly from
Manufacturer Typically Within
2-4 Weeks - Lead Times Vary



Miniland Newborn Doll All-Season Fashion Clothing, 12-5/8 Inches, Set of 6 *Free Shipping: eligible*

6

\$81.14 \$486.84
~~\$108.19~~

Item #: 2006301
Temporarily Out of Stock -
On Order



School Smart Vinyl Art Smock Apron, 22 x 16 Inches, Red *Free Shipping: eligible*

12

\$9.97 \$119.64
~~\$13.29~~

Item #: 086520
In Stock - Typically Ships
Within 2-3 Days



School Smart Stubby Plastic Handle Paint Brushes, 7-1/2 Inches, Assorted Colors, Pack of 10 *Free Shipping: eligible*

6

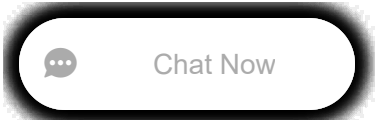
\$13.79 \$82.74
~~\$18.39~~

Item #: 085680
Temporarily Out of Stock -
On Order

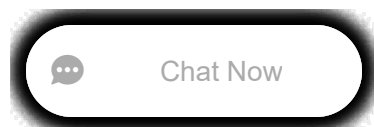
Displaying products 1 - 75 of 106 [◀ 1 - 2 ▶](#)

Subtotal **\$123,279.36**

Total **\$123,279.36**



Excludes Tax and
Shipping Charges.
Please login or enter
an address to see your
updated total.





Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of E-Rate Consulting Contract Agreement between Canutillo ISD and ESC Region 12

Justification Statement: Renewal of E-Rate Consulting Contract Agreement

Purpose of Agenda Item: Information Discussion Action
 Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible:  Dr. Oscar Rico
Signature of Requester(s)

 IT Executive Director
Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

Renewal of contracted services for E-Rate consulting services. Consulting services will assist with quality guidance on Universal Service Administration Company (USAC) policy, procedures and processes in combination with Schools and Libraries Division (SLD) invoicing and submission of FCC (Federal Communications Commission) forms to maximize funding reimbursement.

It is recommended that the Board of Trustees approve the consulting service from ESC Region 12.

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$13,500.00 plus % depending on funded amount.

ACCOUNT NO(S):
199.53.6299.00.728.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Interlocal #210201

REQUESTING DEPARTMENT:
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:

E-Rate rules indicate that a valid agreement must be in place for a consult to provide services for any applicant. Not having a valid agreement will risk funding that CISD has applied for.

IMPLEMENTATION TIMELINE:
Immediately upon approval of existing services

ATTACHMENT(S): ✓ Consulting Agreement





E-Rate Consulting Contract Agreement

Effective 07/01/2022, the Education Service Center Region 12 E-Rate Consulting, (“ESC12E-Rate”) and CANUTILLO ISD (“Applicant”) located in Education Service Center Region 19, each agree to perform the obligations for the services purchased in the “Terms and Payment” section of this Agreement which includes a Letter of Agency.

Letter of Agency Applicant hereby authorizes **ESC12E-Rate** to file FCC Forms 470, 471, 486, 472, 500 and other relevant FCC forms necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary. These FCC forms are necessary to receive Universal Service Fund monies, more commonly known as the “E-Rate Program.” With the sole exception of ESC12E-Rate acting as an agent of Applicant for the purpose of filing FCC Forms 470, 471, 486, 472, 500 and other relevant FCC forms and all processes necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary, the Applicant does not authorize ESC12E-Rate to act as an agent of the Applicant or on behalf of the Applicant in any other capacity.

The Applicant will: (1) be listed as the contact person on the above referenced FCC forms, unless otherwise agreed upon; (2) sign and certify all relevant FCC Forms, unless otherwise agreed upon and (3) order services listed on the application. The Applicant understands they are liable for any and all certifications and representations made on FCC Forms concerning the E-Rate program.

This Agreement is subject to change based upon program rule changes made by the FCC or the Schools and Libraries Division (SLD) of the Universal Service Administrative Company, as well as any changes in applicable federal or state law. Either party’s failure to fulfill the obligations listed below will discharge, at the option of the other party, such other party’s obligations contained herein. To the fullest extent permitted under Texas law, Applicant agrees to indemnify, defend, and hold harmless ESC12E-Rate for any and all claims arising hereunder or related to this Agreement, including matters within the jurisdiction of state or federal administrative agencies. Any waiver by either party of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof.

By signing this Agreement, Applicant makes the following certifications:

- a) Applicant and all applicants in its system meet the statutory definitions of elementary and secondary applicants found in the **Every Student Succeeds Act (ESSA) Public Law 114-95** do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) Applicant has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. Applicant recognizes that some of the aforementioned resources are not eligible for support. Applicant certifies securement of all the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. Applicant will pay the non-discount portion of the cost of goods and services to the service provider(s).

- c) Applicant will post Form 470 and (if applicable) make any related RFP available for at least 28 days before considering all bids received and selecting a service provider. Applicant certifies that all bids submitted will be carefully considered and the most cost-effective service offering will be selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.
- d) Applicant has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and all applicants related to the Applicant have complied with them.
- e) Applicant certifies that the services purchased at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, the Applicant will not receive anything of value or a promise of anything of value, other than services and equipment sought from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- f) Applicant certifies that it will comply with all program rules, including recordkeeping requirements and acknowledges that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. Applicant acknowledges that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- g) Applicant certifies that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged applicants that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- h) Applicant certifies that it will retain required documents for a period of at least ten (10) years (or whatever retention period is required by the rules in effect at the time of this certification), after the last day of service delivered. Applicant certifies that it will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of and delivery of services receiving applicants and libraries discounts and that if audited, it will make such records available to ESC12E-Rate. Applicant acknowledges that it may be audited pursuant to participation in the applicants and libraries program.
- i) Applicant certifies that it is authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Agreement. The Applicant certifies that it is authorized to make this request on behalf of the eligible entity(ies) covered by this Agreement, the Applicant has examined this Agreement, that all of the information on this Agreement is true and correct to the best of the Applicant's knowledge, that the entities that will be receiving discounted services under this Agreement pursuant to Applicant's application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.
- j) Applicant acknowledges that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the applicants and libraries support mechanism are subject to suspension and debarment from the program. Applicant will institute reasonable measures to be informed and will notify USAC should Applicant be informed or become aware that Applicant or any of the entities, or any person associated in any way with the entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the applicants and libraries support mechanism.
- k) Applicant certifies, on behalf of the entities covered by this Agreement, that any funding requests for internal connections services, except basic maintenance services, applied for are not in violation of the Commission rules.

- l) Applicant certifies that the non-discount portion of the costs for eligible services will not be paid by the service provider. Applicant acknowledges that the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product, constitutes a rebate of some or all of the cost of the supported services.
- m) Applicant certifies that it is authorized to sign this Agreement and, to the best of the Applicant's knowledge, information, and belief, all information provided to ESC12E-Rate for E-Rate submission is true.

Responsibilities and Obligations of the Applicant

1. The Applicant agrees to thoroughly complete the Client Questionnaire in the ESC12E-Rate online management system within **10 business days after new client orientation has been completed** unless other arrangements have been agreed upon by both parties.
2. The Applicant agrees to inform ESC12E-Rate of any state or local bidding restrictions and/or regulations prior to filing the FCC Form 470. These restrictions or regulations include, but are not limited to, bonding requirements and media or public notification requirements.
3. The Applicant agrees to notify ESC12E-Rate of any products or services to be included on the FCC Form 470 application that may potentially be purchased or governed by a contract prior to filing the FCC Form 470.
4. The Applicant understands that all contracted services or products (that is, services or products that are purchased or governed by a contract) to be listed on the Application for discounts must be covered under a contract executed in the proper time period (after the 28 day bidding cycle is over, but before the submission of the FCC Form 471). The Applicant further understands that funding for services contracted before the allowable 28 day bidding has ended, or after the 471 Application is submitted, may not be funded.
5. Applicant agrees to document the bid evaluation process (a list of evaluation factors and how many points each bid received for each factor) for any service requested for which one or more bids are received. **All bids received in accordance with applicable laws and Applicant's policies and procedures must be evaluated.**
6. The Applicant agrees to provide ESC12E-Rate copies of an average month's bill for all services to be included on the FCC Form 471 application.
7. The Applicant understands and acknowledges that time is of the essence in the application process, and ESC12E-Rate requires timely responses to information requests from Applicant in order to meet its obligations under this Agreement. **Applicant therefore agrees to provide any information necessary to file any FCC form to ESC12E-Rate upon request, within five (5) Applicant business days** of any request unless otherwise agreed upon by both parties. This includes, but is not limited to, free and reduced lunch information, monthly bills, copies of contracts, and letters that authorize ESC12E-Rate to obtain account information. Failure by Applicant to timely respond to information requests from ESC12E-Rate constitutes a material breach of this Agreement, and at the option of ESC12E-Rate, may terminate ESC12E-Rate's further obligations under this Agreement; such failure may also result in delay or denial of funding.
8. The Applicant agrees to forward to ESC12E-Rate any request for information originated from the SLD or USAC within **three (3) Applicant business days**. Failure by Applicant to timely respond to such information requests constitutes a material breach of this Agreement, and at the option of ESC12E-Rate, may terminate ESC12E-Rate's further obligations under this Agreement; such failure may also result in delay or denial of funding.
9. The Applicant agrees to provide an authorized signature and date for any necessary FCC Form that has been prepared by ESC12E-Rate upon review and approval of the FCC form by Applicant.

10. The Applicant understands that it is the sole responsibility of the Applicant to follow and adhere to any and all relevant FCC, USAC, or SLD rules and regulations, as well as any applicable federal, state, or local laws.

Responsibilities and Obligations of ESC12E-Rate

1. ESC12E-Rate agrees to complete on behalf of the Applicant any relevant FCC Form, Service Provider Identification Number Change requests, Service Substitution requests, and any necessary requests during the length of this Agreement. **Any additional services for which the Applicant desires to pursue, such as appeals, will be provided at an additional charge.**
2. ESC12E-Rate agrees to notify the Applicant of relevant program rule changes within a reasonable time period during the length of this Agreement.
3. If desired by the Applicant, ESC12E-Rate agrees to assist the Applicant to determine the scope and details of the types of services or products to be included in the competitive bidding process. These services/products will be listed on FCC Form 470 and must undergo a minimum 28-day competitive bidding cycle.
4. ESC12E-Rate agrees to notify Applicant of relevant deadlines for the submission of completed FCC Forms 470 and 471 to the SLD.
5. ESC12E-Rate will provide assistance with any question or inquiry regarding the E-Rate Program or the services to be provided by ESC12E-Rate hereunder from the Applicant, the SLD, USAC, or any other such federal or state administrative agency.
6. ESC12E-Rate agrees to provide on-going E-Rate support to the Applicant, as generally described above, and including providing reminders about upcoming deadlines for a period starting no earlier than the execution date of this Agreement and ending no earlier than the end of this Agreement.
7. ESC12E-Rate agrees to provide support in the event of a Payment Quality Assurance Review, Invoice Audit Review, Selective Review or any other SLD review during this Agreement. Furthermore, ESC12E-Rate agrees to provide support should an on-site audit conducted by the SLD or their representatives occur covering an application filed by ESC12E-Rate during this Agreement.
8. ESC12E-Rate agrees to perform all tasks and the scope of work detailed in the Scope of Work section.

Scope of Work

“E-Rate Works” is an effective management of your applicant’s entire E-Rate process while still working hand-in-hand with your E-Rate team in making sure all parties are always informed of any correspondence with USAC. “E-Rate Works” consists of the following deliverables that will ensure exemplary results:

- Access to our online database management system
- Use of RFP Management System for electronic proposal submission
- Review of E-Rate invoices (must be provided on a monthly basis by the school)
- Children’s Internet Protection Act (CIPA) Compliance Review
- Category 1 and Category 2 funding support as requested by the applicant
- Discount Rate Analysis and Optimization
- Forms Preparation and Submission
- Initial Review, Selective Review, and Site Review Support (all PIA and audit reviews)

Our database allows you to store information as part of your contract amount.

Any on-site travel required will be an additional fee based on the mode of transportation and time needed. We will discuss the per diem rate on an individual case basis when necessary.

Failure by the Applicant to perform the obligations and responsibilities listed on this Agreement, and the possible loss of funding as a result thereof, does not discharge full payment obligations of the Applicant.

This Agreement is effective to act on your behalf for any E-Rate funding year for the duration of the term of an active contract.

LIABILITY

TO THE FULLEST EXTENT AUTHORIZED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS IN NO EVENT WILL ESC12 E-RATE BE LIABLE TO THE APPLICANT FOR ANY ACTUAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE THAT MAY RESULT FROM ESC12E-RATE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR APPLICANT'S FAILURE TO TIMELY SUBMIT NECESSARY INFORMATION TO ESC12E-RATE, INCLUDING BUT NOT LIMITED TO A DELAY OR DENIAL OF APPLICANT'S FUNDING.

Confidentiality Statement: To the extent permitted by law, the parties shall not disclose any information contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Applicant's obligation under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. In the event the Applicant receives a request for information contained in this Agreement, Applicant shall promptly notify ESC12E-Rate of the request and shall permit ESC12E-Rate to submit to the Texas Attorney General reason why information contained in this Agreement should not be released pursuant to the Texas Government Code § 553.305. Applicant shall not be required to submit such reasons why the materials should not be released, or to incur an expense in resisting the release of the materials.

Signing below indicates that both parties agree to every provision of this Agreement.

CANUTILLO ISD	Education Service Center Region 12
Name of Applicant	Name of Service Provider
Applicant Authorized Signature	ESC12E-Rate Authorized Signature
Date	Date
Martha Piekarski	Patrick Murphy
Printed Name	Printed Name
Superintendent	Director
Title	Title
	ESC12E-Rate Authorized Signature
	Date
	Charlene Simpson
	Printed Name
	Deputy Executive Director
	Title or Position

Any additional support needed by the applicant may be added during the term of the contract through a contract addendum. This includes waiver/appeal requests, on-site internal evaluation, training, workshops and any other additional E-Rate support your applicant may need that is not listed in this section.

Terms and Payment

This agreement for Contract Service Year **2022-2023** is valid from the time both the applicant and ESC12E-Rate validates the contract with a signature and will expire on 06/30/2023. We will invoice the applicant in full upon receiving an executed contract and a **Purchase Order** unless other arrangements are made.

Below are the annual charges for service and will be invoiced annually. The invoices are to be paid to ESC12E-Rate within 30 days of receipt of invoice. Failure by the Applicant to do so may result in an interruption or possible termination of support by ESC12E-Rate.

Services**E-Rate Works – Annual Cost: \$13,500.00**

Turn-key solution including an E-Rate Specialist, full access to E-Rate Works database, Document Manager, and Category One Support (filing applications and support for all USAC reviews and audits)

Category Two Support

Filing of all Category Two applications and support for all USAC reviews and audits

Tier Level	Funded amount	Base Fee	** % of Funded Amount
0	<\$3500	\$0.00	10%
1	\$3,501-\$9,999	\$500.00	3.75%
2	\$10,000-\$24,999	\$500.00	3.25%
3	\$25,000-\$49,999	\$1,000.00	2.75%
4	\$50,000-\$149,999	\$1,000.00	2.25%
5	\$150,000-\$999,999	\$1,500.00	1.75%
6	>\$1,000,000	\$1,500.00	1.25%

****Charges will be capped at \$45,000.**

If work is performed for Category 2 support, the base fee will be invoiced once the 471 application has been filed. If the Category 2 fee includes an additional percentage, the percentage will be invoiced upon receipt of the Funding Commitment Decision Letter (FCDL).

If no work is performed for Category 2 support, there will be no invoice for this service. If work is performed but the applicant decides not to file a Form 471 for Category 2 requests, the applicant will be charged for the actual hours worked. If work is performed on previous Category 2 requests during the contract term, the applicant will be charged for the actual hours worked.

ESC12E-Rate is confident our pricing schedule is commensurate with the level of work that is required to successfully manage and process all available eligible funding for your district. We take into consideration the amount of funding requested for prior funding years, the amount of funding the district will receive through our efforts, and the level of service your district will receive from beginning to end of contract.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: Aug. 23, 2022

Subject/Title for Agenda Posting: Approval of Contract between Canutillo ISD and Blackboard Inc, for District and Campus web, mass communication and app services, utilizing TIPS Contract 3210101.

Justification Statement: Canutillo ISD currently uses four separate systems to reach students, employees and families using its websites, call-out systems and mobile app. The separate systems require different configurations that are often time consuming and detrimental, especially in emergency situations. The District is looking to consolidate its communication services into a one-stop service that would ease communication programs for the public.

Purpose of Agenda Item: Information Discussion Action
 Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The District's contract with its current web, app and mass notification providers is up for renewal. The Public Information Office sought a redesign of the website and improvement to systematic programs with mass communication and app services. The proposed contract with Blackboard would combine all three services into a one-stop hub, which will facilitate use and speed communication with students, parents, employees and the public.

The 5-year contract total is for \$149,483.74 paid in annual installments of:

Period 1: \$69,181.34
 Period 2: \$20,075.60
 Period 3: \$20,075.60
 Period 4: \$20,075.60
 Period 5: \$20,075.60

RECOMMENDATION: Approval of contract with Blackboard Inc. for District and campus web, mass notification and mobile app services.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$149,483.74 paid over five years in annual installments.

ACCOUNT NO(S): 199.53.6299.00.730.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
 Cooperative Contract Quotes

REQUESTING DEPARTMENT: Public Information Office

CONSEQUENCES OF NON-APPROVAL: The District would need to renew its current contract and/or subscription with the four different systems currently being used for web, mass communication and app services.

IMPLEMENTATION TIMELINE: Contract begins Sept. 1, 2022.

ATTACHMENT(S):

CANUTILLO | A Premier District



Blackboard

This Blackboard Order Form ('Order Form') by and between **Blackboard Inc.** ('Blackboard') and **Canutillo Ind School District** ('Customer') details the terms of Customer's use of the products and services set forth below ('Product and Pricing Summary'). This Order Form shall become effective on the Effective Date. This Order Form, together with the Blackboard Master Agreement between The Interlocal Purchasing System ("TIPS") and Blackboard signed on May 13, 2021 and incorporated by this reference, form the entire agreement between the parties in respect to the products and services set forth in the Product and Pricing Summary. Notwithstanding anything to the contrary in any purchase order or other document provided by the Customer, any product or service provided by Blackboard to the Customer in connection with a purchase order related to this Order Form is conditioned upon Customer's acceptance of this Order Form and the Blackboard Master Agreement. Any additional, conflicting or different terms proffered by Customer in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Order Form represent and warrant that he or she is authorized to execute the Agreement on behalf of Customer or Blackboard, as applicable. In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Software & Services Product and Pricing Summary

Period Number	Total
Period 1	\$69,181.34
Period 2	\$20,075.60
Period 3	\$20,075.60
Period 4	\$20,075.60
Period 5	\$20,075.60
Contract Total	\$149,483.74

Period 1				
Qty	Product Code	Product Name	Dates	Net Total (USD)
6042	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2022 to 30-Jun-2023	Included
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE		Included
6042	BC-MN	MASS NOTIFICATIONS		Included
6042	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+		Included
11	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 1 Band: 2,001 - 20,000 FTE		Included
1	BC-MN-IMPL	IMPL MASS NOTIFICATIONS		NA
1	BC-MN-TRNOL-ADV	MASS NOTIF OL TRN ADV/CUST		NA
1	BC-MN-TRNOL-BAS	MASS NOTIF OL TRN BASIC/INTERM		NA
11	WCM-ACT-ESSN	ACTIVATION WCM ESSEN Entitlements for Period 1 Band: 2,001 - 20,000 FTE		NA
1	WCM-IMPL-ES-LDAP	IMPL WCM ESSENTIAL SECURE LDAP		NA
2	WCM-TRNOL-ADM	ONL TRN WCM SITE ADMINISTRATOR		NA
1	WCM-TRNOL-SWS	ONL TRN WCM SECTION WORKSPACE		NA
1	WCM-MWY-TMPL	CREATIVE MYWAY ULTRA SNG TEMPL		NA
1	WCM-CRT-TP-D-R	CREATIVE DIAM CUST TEMPL RESP		NA
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 1 Band: 4,001 - 8,000 Users		Included
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 1 Band: 4,001 - 8,000 Users		Included
1	WCM-ALY-IMPL	ALLY IMPLEMENTATION FOR WCM Entitlements for Period 1 Band: 4,001 - 8,000 Users		NA
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		Included
1	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 1 Band: 2,001 - 20,000 FTE		Included
Period 1 Total				\$69,181.34

Period 2				
Qty	Product Code	Product Name	Dates	Net Total (USD)
6042	MCA-APPI	MOBILE COMMUNICATIONS APP INTG 193	01-Jul-2023 to 30-Jun-2024	Included
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE		Included

6042	BC-MN	MASS NOTIFICATIONS		Included
6042	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+		Included
11	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 2 Band: 2,001 - 20,000 FTE		Included
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 2 Band: 4,001 - 8,000 Users		Included
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 2 Band: 4,001 - 8,000 Users		Included
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		Included
1	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 2 Band: 2,001 - 20,000 FTE		Included
			Period 2 Total	\$20,075.60

Period 3				
Qty	Product Code	Product Name	Dates	Net Total (USD)
6042	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2024 to 30-Jun-2025	Included
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE		Included
6042	BC-MN	MASS NOTIFICATIONS		Included
6042	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+		Included
11	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 3 Band: 2,001 - 20,000 FTE		Included
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 3 Band: 4,001 - 8,000 Users		Included
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 3 Band: 4,001 - 8,000 Users		Included
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		Included
1	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 3 Band: 2,001 - 20,000 FTE		Included
			Period 3 Total	\$20,075.60

Period 4				
Qty	Product Code	Product Name	Dates	Net Total (USD)
6042	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2025 to 30-Jun-2026	Included
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE		Included
6042	BC-MN	MASS NOTIFICATIONS		Included
6042	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+		Included
11	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 4 Band: 2,001 - 20,000 FTE		Included
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 4 Band: 4,001 - 8,000 Users		Included
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 4 Band: 4,001 - 8,000 Users		Included
1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		Included
1	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 4 Band: 2,001 - 20,000 FTE		Included
			Period 4 Total	\$20,075.60

Period 5				
Qty	Product Code	Product Name	Dates	Net Total (USD)
6042	MCA-APPI	MOBILE COMMUNICATIONS APP INTG	01-Jul-2026 to 30-Jun-2027	Included
1	WCM-APPSTM-S	APP STORE MAINTENANCE SERVICE		Included
6042	BC-MN	MASS NOTIFICATIONS		Included
6042	BC-MN-300SMS	MASS NOTIFICATION 300 SMS+		Included
11	WCM-ESSN	WCM ESSENTIAL Entitlements for Period 5 Band: 2,001 - 20,000 FTE		Included
1	WCM-ALY-IMPL-P	PKG- WCM ALLY IMPL Entitlements for Period 5 Band: 4,001 - 8,000 Users		Included
1	WCM-ALY-CE	ALLY FOR WEB COMMUNITY MANAGER Entitlements for Period 5 Band: 4,001 - 8,000 Users	Included	

1	WCM-CRT-TP-MNT	CREATIVE TEMPL REGUL MAINT		Included
1	WCM-PREMSUP	SUPPORT PREMIUM+ SUPPORT PLAN Entitlements for Period 5 Band: 2,001 - 20,000 FTE		Included
			Period 5 Total	\$20,075.60

B. Terms

1. The Initial Term of this Order Form shall include all Periods included in the Software & Services Product and Pricing Summary above.
2. Upon conclusion of the Initial Term, this Order Form shall terminate.
3. Effective Date: 01-Jul-2022

C. Payment Terms

1. All initial and subsequent payments shall be due NET30. Unless otherwise stated, all prices are in United States currency.
2. The parties agree that the fees indicated above shall be invoiced in installments, as indicated below:
 - Period 1 = \$29,896.77 on 7/1/22
 - Period 2 = \$29,896.74 on 7/1/23
 - Period 3 = \$29,896.74 on 7/1/24
 - Period 4 = \$29,896.74 on 7/1/25
 - Period 5 = \$29,896.74 on 7/1/26
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

D. Special Provisions

The applicable products and services herein are being purchased pursuant to The Interlocal Purchasing System ("TIPS") contract #210101.


In Process

Sales Approved: Michelle Thompson
Initial: 

Sales Approved:
Initial:

Customer: Canutillo Ind School District
Signature:

Name:
Title:
Date:

Blackboard Inc.
Signature: 
Name: Michael Pohorylo
Title: Associate General Counsel
Date: 07-Jul-2022

Blackboard does not require a PO for the purchase or payment of the products on this Order Form. If your organization requires a PO in addition to this signed contract, please provide all known information here. If a PO will be issued after signature, indicate 'Pending' in the PO Number field.
PO Number: PO Amount:
Attach PO or send PO to Operations@blackboard.com(Optional):
Attach Tax Exemption (Optional):

Invoicing
Send Invoices via email to:
1. Name: Email:
2. Name: Email:
3. Name: Email:

In Process

Executive Summary of Board Agenda Item

Discussion and recommendation regarding renewal of the lease agreement between
Subject/Title for Agenda Posting: CISD and El Paso Water Utilities – Public Service Board, for the Canutillo Middle School
Wastewater Treatment Plant.

Justification Statement:
Existing lease agreement to expire 08/ 24/ 2022

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: _____ Bruno Vasquez 08/ 15/ 2022

Signature of Requester(s) _____

Signature of Presenter(s) _____

C Pulley _____ 08/15/2022
Business Services Approval (Initials) Date

Agenda Summary:
Canutillo ISD leases a tract of land from El Paso Water Utilities, where we used to operate the Canutillo Middle School Wastewater Treatment Plant. Although this WWTP is no longer active, our agreement with EPWU requires CISD to remove all existing improvements. This process will not be completed by the time the current lease ends.
The current agreement will expire on 08/ 24/ 2022.

RECOMMENDATION: Administration recommends the renewal of the Lease Agreement between CISD and El Paso Water Utilities - Public Service Board, for the decommissioning of the Canutillo Middle School Wastewater Treatment Plant.

PRIOR BOARD ACTION: 08/ 2021 AWARDED: 08/2021 AWARDED AMOUNT: N/A

Renewal of lease agreement
AMOUNT(S): \$2,368.99

ACCOUNT NO(S): 199.51.6499.00.915.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
N/A

REQUESTING DEPARTMENT:
Facilities & Transportation

CONSEQUENCES OF NON-APPROVAL:
Breach of Contract

IMPLEMENTATION TIMELINE:
Upon approval

ATTACHMENT(S): Proposed lease agreement renewal



- A. The annual rent for the Renewal Term shall be in the amount of TWO THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS AND NINETY-NINE CENTS (\$2,368.99) (the “**Base Rent**”).

3. Remainder of Agreement Unaffected

- A. Except as expressly herein amended, all remaining terms and provisions of the Second Lease agreement shall remain in full force and effect and the obligations and rights of the Parties shall be unaffected through the Option Term.

[Intentionally Left Blank]

[Signatures Begin on the Following Page]

WITNESS THE EXECUTION HEREOF on the ____ day of _____, 2022 to be effective on the Effective Date by:

LESSOR / EL PASO WATER:
EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

BY: _____
Marcela Navarrete – Vice President

APPROVED AS TO FORM:

Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT

Alma de Anda
Utility Land and Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this the _____ day of _____ 2022, by **Marcela Navarrete, Vice President**, of the **El Paso Water Utilities Public Service Board**.

My Commission Expires:

Notary Public, State of Texas

[Additional Signature Contained on Following Page]

WITNESS THE EXECUTION HEREOF on the ____ day of _____, 2022 to be effective on the Effective Date by:

LESSEE:

Canutillo Independent School District

By: _____

Sergio Coronado, Board President

Executed on: _____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF EL PASO §

This instrument was acknowledged before me on this the ____ day of _____, 2021, by Sergio Coronado, **Board President of Canutillo Independent School District.**

My Commission Expires:

Notary Public, State of Texas

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Restated and Amended Interlocal Agreement between EPCC and Canutillo Independent School District for the Operation of Northwest Early College High School.

Justification Statement: Renewal of the Restated and Amended Interlocal Agreement between EPCC and CISD for the continued operation of Northwest Early College High School

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: Jessica Arellano Executive Director to Curriculum and Instruction/Stacey Parker Advanced Academics Coord.

Signature of Requester(s)

J. Arellano *Stacey Parker*

Signature of Presenter(s)

Elizabeth B. Sida
Elizabeth B. Sida, Purchasing Agent

7/28/2022

Business Services Approval (Initials)

Date

Agenda Summary:

The restated and amended interlocal agreement allows for the continued operation of Northwest Early College where students enrolled at Northwest Early College are able to earn an Associates Degree from EPCC while earning their High School Diploma. This amended agreement is good for five years: August 2022 to August 2026.

RECOMMENDATION: Administration recommends that the Board approve the Restated and Amended Interlocal agreement with EPCC for the Operation of Northwest Early College High School as presented.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): Indirect Cost - Maintenance only

ACCOUNT NO(S):
NA

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Interlocal Agreement

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:
Operation of Northwest Early College will cease to exist.

IMPLEMENTATION TIMELINE:
August 2022 to August 2026

ATTACHMENT(S): EPCC Interlocal Agreement



SIGNATURE CERTIFICATE





REFERENCE NUMBER

770AD7CA-211D-487B-8BAC-1B9AF6494EDB

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 770AD7CA-211D-487B-8BAC-1B9AF6494EDB</p> <p>Transaction Type Signature Request</p> <p>Sent At 07/28/2022 13:22 EDT</p> <p>Executed At 07/28/2022 17:57 EDT</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum e88eb4604655c7494f034cd21c7d80d84f82cf207d06c1adc60f64bd4c83e50a</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Exec Summ EPCC Interlocal for Operations @ NWECHS _ C&I Dept</p> <p>Filename epcc_es.pdf</p> <p>Pages 1 page</p> <p>Content Type application/pdf</p> <p>File Size 741 KB</p> <p>Original Checksum 8c23d87e79f8e3c40c1e2cc4e89924fc6407a17778dba2e41d5a72f0034bbfac</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Stacey Parker</p> <p>Email sparker@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 999005f3c80513733d6883fddc5deda1d1dbdd706e0b5823926dc6eba216b37d</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID 031DF903</p> <p>Signature Biometric Count 224</p>	<p>Viewed At 07/28/2022 17:56 EDT</p> <p>Identity Authenticated At 07/28/2022 17:57 EDT</p> <p>Signed At 07/28/2022 17:57 EDT</p>
<p>Name Jessica Arellano</p> <p>Email jarellano@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum b81c0c8c4ddb4e5b15c3132a3564ddcfb111c3a9adb260127a53576b4f446655</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Drawn Signature </p> <p>Signature Reference ID AB0BFD58 203</p> <p>Signature Biometric Count 354</p>	<p>Viewed At 07/28/2022 16:08 EDT</p> <p>Identity Authenticated At 07/28/2022 16:08 EDT</p> <p>Signed At 07/28/2022 16:08 EDT</p>

AUDITS

TIMESTAMP	AUDIT
07/28/2022 13:22 EDT	CISD Finance Department (finance@canutillo-isd.org) created document 'epcc_es.pdf' on Chrome via Windows from 70.125.228.98.
07/28/2022 13:22 EDT	Jesica Arellano (jarellano@canutillo-isd.org) was emailed a link to sign.
07/28/2022 13:22 EDT	Stacey Parker (sparker@canutillo-isd.org) was emailed a link to sign.
07/28/2022 13:22 EDT	CISD Finance Department (finance@canutillo-isd.org) updated the tags on 'epcc_es.pdf' on Chrome via Windows from 70.125.228.98.
07/28/2022 13:22 EDT	CISD Finance Department (finance@canutillo-isd.org) shared document 'epcc_es.pdf' on Chrome via Windows from 70.125.228.98.
07/28/2022 13:42 EDT	Stacey Parker (sparker@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
07/28/2022 16:08 EDT	Jesica Arellano (jarellano@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
07/28/2022 16:08 EDT	Jesica Arellano (jarellano@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
07/28/2022 16:08 EDT	Jesica Arellano (jarellano@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.
07/28/2022 17:56 EDT	Stacey Parker (sparker@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
07/28/2022 17:57 EDT	Stacey Parker (sparker@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
07/28/2022 17:57 EDT	Stacey Parker (sparker@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Canutillo Independent School District
for the Operation of Northwest Early College High School**

This Restated and Amended Interlocal Agreement (the “Agreement”) is made and entered into between El Paso County Community College District (EPCC) and Canutillo Independent School District (CISD) (collectively, the “Parties”) for the purpose of continuing to operate and maintain Northwest Early College High School (“NWECHS”), effective as of this _____ day of _____ 2022.

1. Recitals

WHEREAS, EPCC and CISD desire to continue an early college high school so that students will have the opportunity to earn a high school diploma and an Associate's Degree upon graduation from the early college high school; and

Whereas, EPCC and CISD intend to enroll students in grades 9 -12 in NWECHS and to provide the financial support necessary; and

WHEREAS, NWECHS is located on the EPCC Northwest Campus, 6701 North Desert Boulevard, El Paso, TX 79932 in the CISD with no more than 500 students; and

WHEREAS, the goals are to reduce dropout rates, attract and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide CISD students a seamless transition between high school and college;

WHEREAS, CISD and EPCC are authorized to enter into this Agreement pursuant to Section 791.001, Texas Government Code,

WHEREAS, this Agreement will provide efficiencies and cost savings to CISD and EPCC and will benefit the students and taxpayers of CISD and EPCC;

NOW, THEREFORE, for and in consideration of the recitals, agreements, and covenants set forth herein, the Parties hereby agree as follows:

2. Mission Statement

Northwest Early College High School will provide a select population of students in accordance with the Texas Education Agency’s designation application guidelines a unique educational opportunity to attend both high school and college in a special campus environment that will challenge them to excel in their academic and personal endeavors, as well as motivate students to be productive problem-solving members of society by having the opportunity to earn a high school diploma and an Associate’s Degree from EPCC upon high school graduation.

3. Term

The term of this Agreement is for five (5) years commencing on _____, and concluding on _____, unless terminated earlier pursuant to paragraph 19 hereof.

4. Definitions

- A. **College Courses for Dual Credit** are those courses for which students receive both high school and College credit and are taught in a variety of delivery modes:
 - (i) At NWECHS by a CISD teacher credentialed by EPCC;
 - (ii) At the College campus taught by an EPCC faculty member;
 - (iii) Through a distance learning course taught by an EPCC faculty member.
- B. **College Courses for College Credit** are those courses for which students receive College credit only; these courses do not have a high school equivalent and therefore cannot be offered for high school credit, i.e. dual credit. These courses are taught by an EPCC faculty member at the college campus or through a distance learning class.
- C. **Early College High School (ECHS) Sections** refer to College courses for dual credit in a high school that are designated for Early College High School students only.

5. Academic Plan

An academic plan developed by EPCC and CISD that enables each student to earn a high school diploma and an Associate's Degree. College credit will be earned through College courses for dual credit. NWECHS will administer all applicable statewide assessment instruments under Subchapter B, Chapter 39 of Texas Education Code. Both high school and College credit will be transcribed immediately upon a student's completion of the course.

- A. **College Curriculum.** EPCC will have full control over faculty assignments, faculty credentials, and faculty evaluations for all dual credit sections as it pertains to College courses. EPCC will have full control over the College curriculum, College syllabi, and College textbook selection. NWECHS teachers will comply with any Student Learning Outcomes and Core Curriculum assessments and interventions as required by the College disciplines. EPCC will not provide classes that only meet high school requirements.
- B. **Grading Periods and Policies.** NWECHS will adhere to the grading periods and policies of EPCC for dual credit and College credit courses, but will adhere to the grading periods and policies of CISD as well as the school calendar for high school credit courses.
- C. **Courses of Study.** NWECHS will primarily provide courses of study that meet the requirements of an Associate's Degree and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Students will also have the opportunity to earn embedded certificates of completion.
- D. **Curriculum Alignment.** A curriculum crosswalk, similar to the form set forth in Appendix A, will be used for the purpose of granting each student the opportunity to earn a high school diploma and an Associate's Degree within four years. The curriculum alignment will be reviewed on an annual basis by the NWECHS Advisory Committee (composed of EPCC and CISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation Application.
- E. **Instructional Materials.** Textbooks for NWECHS students will be provided by the CISD. All other instructional materials for College credit courses and research activities will

be provided jointly by EPCC and CISD. In all cases, CISD will provide those items typically required for purchase by students. College courses for dual credit courses taught on the high school campus will require dual credit faculty with EPCC approved credentials to teach the College courses and to handle the appropriate lab equipment at the high school campus. CISD will provide those items typically required for purchase by students. For College courses for dual credit only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

F. Instructional Calendar. NWECHS students will follow the instructional calendar for both CISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the CISD Instructional Calendar. Students enrolled in college courses for dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

G. Student Enrollment and Attendance Policies. NWECHS students are required to meet the CISD attendance requirements for all dual credit and high school courses and the EPCC attendance requirements for all College credit courses taught by an EPCC credentialed instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Continuing to provide the land for portable buildings and site preparation;
- (ii) Continuing to prepare the site for portable buildings and providing utility lines and hook-ups with prior approval;
- (iii) Admitting qualified students into EPCC;
- (iv) Providing professional development opportunities for ECHS instructors credentialed by EPCC;
- (v) Providing College courses as appropriate and;
- (vi) Awarding College credit to qualified NWECHS students
- (vii) Transcribing College credit immediately upon a student's completion of the course.

B. CISD. CISD will be responsible for:

- (i) Recruiting students;
- (ii) Providing and transporting portable classrooms and modular buildings for installation;
- (iii) Installation of the classrooms after site preparation;
- (iv) Hiring and supervising NWECHS faculty and staff;
- (v) Developing and delivering the high school curriculum, and;
- (vi) Operating and maintaining the NWECHS facilities;
- (vii) Transcribing high school credit immediately upon a student's completion of the course.

C. JOINT RESPONSIBILITIES. EPCC and CISD will be responsible for:

- (i) Aligning the high school and College courses;
- (ii) Sharing in the scheduling of College courses for NWECHS;
- (iii) Advising students throughout their collegiate academic experience; and
- (iv) Providing joint professional development opportunities.

7. Use of Facilities

- A. Buildings and Site-Portable Buildings.** EPCC will continue providing a site for NWECHS. CISD will move portable buildings on the site set aside by EPCC at CISD's expense and will install the buildings for use as classrooms. CISD shall make improvements, additions, and construction on the portable buildings as may be reasonably necessary for the use of the NWECHS Program. The portable buildings shall remain the property of the CISD during the term of the NWECHS Program. The parties agree that the portable buildings moved to the site by CISD will have only nominal value. Accordingly, if this Agreement is terminated at any time, the buildings will be left on the EPCC campus and there will be no need for EPCC to reimburse CISD for any amounts for the value of the buildings.
- B. Buildings and Site-Cafeteria Building.** CISD shall be responsible for any improvements, additions, and maintenance of the cafeteria building. The cafeteria building, constructed on EPCC land, shall remain the property of the CISD during the term of the NWECHS Program, or for a period of no less than 30 years from the date the cafeteria building opened, November 20, 2015, whichever date occurs last. The parties agree that at the end of said 30-year term, ownership of the cafeteria building shall pass to EPCC. The parties further agree that at the end of said 30-year term, CISD shall not be entitled to any compensation from EPCC for any value for the cafeteria building. However, if this Agreement is terminated prior to the end of said 30-year term, EPCC and CISD shall meet and mutually agree on the reasonable fair market value of the cafeteria building and CISD will be reimbursed for that amount. EPCC will have use of the areas of the facility at any time such areas are not being used by the high school.
- C. Use of Facilities.** CISD shall use all facilities solely for NWECHS and for no other purpose, without the prior written consent of EPCC.
- D. Maintenance.** EPCC shall provide grounds maintenance at its cost. CISD shall provide maintenance of all the NWECHS buildings at its cost. CISD will also provide custodial staff to clean and maintain the buildings. EPCC will provide custodial staff to clean and maintain the buildings during the times the facilities are being used by EPCC and not by the high school.
- E. Utilities.** EPCC shall provide and pay for all utilities used by NWECHS including electricity, water, sewer and gas. CISD shall provide and pay for all communications facilities including telephone, email, and computer networks.
- F. Insurance.** CISD shall insure the NWECHS portable buildings and cafeteria building under its property insurance policies against all casualty loss. In the event of casualty loss of all or any part of the buildings, the owner of the building shall be responsible for rebuilding or repair caused by the casualty loss.
- G. Ground Lease.** In consideration of the foregoing, EPCC and CISD shall agree to enter into a ground lease agreement in substantially the form as set forth on [Exhibit A] attached hereto (the "Ground Lease"), whereby EPCC, as landlord thereunder, agrees to lease to CISD certain real estate and improvements in their "as-is, where-is and with all faults" condition,

and upon further terms and conditions as more particularly described therein. It is intended that, once executed, the Ground Lease will evidence the parties' agreement with respect to the ground lease transaction contemplated by this section.

H. Safety and Health

- (i) It is CISD's responsibility to ensure that NWECHS nursing staff hold the necessary credentials. In case of a health emergency on the NWECHS campus, the CISD Emergency Operations Plan will be followed.
- (ii) If the health emergency occurs on an EPCC campus, the Early College High School Emergency Plan will be followed. EPCC police will be the first responder but will not be responsible for providing other than life threatening health care for any NWECHS student.

8. Staffing

All the NWECHS staff shall be exclusive employees of Canutillo ISD ("Canutillo ISD staff"). There will be no joint employment relationship between EPCC and Canutillo ISD of any Canutillo ISD staff. Canutillo ISD shall exclusively pay all salaries and provide benefits to all Canutillo ISD staff. Except as otherwise provided herein, EPCC shall have no responsibility to control, discipline, hire, terminate, compensate, or provide benefits to any of the Canutillo ISD staff.

NWECHS will have the following personnel:

Principal

Dean of Students

Counselor

The appropriate number of teachers credentialed by EPCC in transferrable subject areas to meet campus needs.

Office Manager

Attendance Clerk

2 Permanent Custodians

Cafeteria staff

Nurse

Security (jointly between EPCC/CISD)

The staffing will comply with EPCC's Enrollment Optimum but strive for a limit of twenty-five (25) students per class. Some staff may need to be hired on a part-time basis to better accommodate the needs of students.

The appropriate ECHS/EPCC Dean will serve on the hiring committees for the ECHS administrative positions.

EPCC discipline faculty will serve on the NWECHS teacher-hiring committees. For those areas in which onsite dual credit classes will be offered, the ECHS will hire teachers who can meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet CISD hiring procedures and requirements.

Credentials of prospective ECHS teachers who will teach College courses for dual credit will be pre-screened by the appropriate EPCC administrator. EPCC discipline faculty will be invited to serve on

ECHS teacher hiring committees. For those areas in which dual credit classes will be offered, NWECHS will hire teachers who can meet EPCC credentialing requirements.

In the event EPCC provides the instructor for a College course for dual credit, cost sharing will be done according to the most recent Dual Credit Partnership Agreement, except when ECHS students are enrolled in sections at an EPCC campus.

9. Professional Development of Staff

CISD shall be responsible for professional development of all full-time and part-time staff assigned to NWECHS, including staff development aimed at working with technology and at-risk students. NWECHS faculty at CISD's cost will participate in the professional development activities of EPCC, and the agency designated by the Texas Education Agency (TEA) to provide Early College High School leadership coaching and technical assistance.

10. Student Services

- A. Student Services Provided by CISD.** Except as expressly set forth herein, CISD shall provide student services for all NWECHS students, including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, CISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by CISD at the NWECHS, students will be issued an EPCC ID card by the end of the first semester of their freshman year and will have open access to EPCC's online library databases, materials, and resources. NWECHS students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated ECHS Librarians with appropriate log-ins to access EPCC Library resources. EPCC Librarians will provide training to designated ECHS Librarians on available EPCC resources. NWECHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in College courses for dual credit and College credit courses. An enrollment after EPCC's Census Date and a three-peat fee will be assessed in accordance to the current Dual Credit Partnership Agreement.
- C. Codes of Conduct.** NWECHS students will adhere to all the requirements of the CISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the CISD Code of Conduct and the EPCC Code of Conduct, the CISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.
- D. D. Major Sports and University Interscholastic League (UIL) Activities.** NWECHS students will be allowed to participate in major sports and UIL sponsored activities except for UIL Academic Activities.

- E. Transportation.** Transportation is at the sole discretion of CISD and not the responsibility of EPCC. CISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. CISD will provide round-trip transportation for students from NWECHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in College courses, each student shall apply for and be admitted to EPCC and shall successfully completed appropriate placement exams, where required. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the high school that complies with EPCC's CSD-approved accommodations.
- B. Prerequisites.** NWECHS students must meet the prerequisite for any College course for which they register; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom. NWECHS students will be enrolled in ECHS sections for core dual credit classes.
- C. Business Holds.** NWECHS students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If a NWECHS student has a hold preventing registration such as, but not limited to "business hold, or required documentation" the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at NWECHS. NWECHS administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed the NWECHS designee must add the student once more to the enrollment roster requesting enrollment once again.
- D. Degree Plans.** NWECHS students will only take College courses for dual credit or College credit courses toward their EPCC degree plan or the degree plan of the transferring institution they have selected whether such classes are taught at the Early College High Schools or at the EPCC campus. NWECHS students will be advised on the transferability and applicability of all College credit offered and earned.
- E. State Assessment Testing.** The NWECHS Principal will be responsible for informing the designated EPCC Dean of all mandatory assessment testing dates. ECHS students will be responsible for informing EPCC instructors of dates for all mandatory assessment testing and ensuring that missed work is completed.
- F. High School Graduation.** Upon high school graduation, NWECHS students who have not yet graduated with an Associate degree may continue to pursue their degree at EPCC, but they will assume all financial responsibility.
- G. College Graduation.** After NWECHS students graduate with their Associate's Degree, they may continue to take College courses at EPCC, but they will assume all financial responsibility.

H. EPCC Dual Credit Policy and Procedures. In all cases, College courses for dual credit will adhere to EPCC’s College Procedure GH-2 “High School Dual Credit Program Requirements.”

I. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973. To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, CISD and EPCC agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by CISD. Accommodations for special education students enrolled in dual credit and College courses must adhere to EPCC's accommodations policy.

12. Fees, Tuition, and Instructional Materials for College Courses

EPCC shall waive tuition and fees for College credit courses for NWECHS students enrolled in such courses, provided, however, that such courses are related to that student’s official degree plan. The exception is for any Open Educational Resource (OER) fees if the student is enrolled in a section using OER materials rather than a traditional textbook (see also Section 5E, above). In these cases, CISD is responsible for the OER fee. CISD will fund placement testing fees. Other fees may apply, as outlined in the most recent Dual Credit Partnership Agreement.

13. Recruitment and Selection of Students

To secure the broadest applicant pool possible, the Early College High Schools will recruit 8th grade students no later than the end of the spring semester of each year. CISD will recruit from its middle school feeder pattern. A recruitment team comprised of the Early College High School Principal, Early College High School Counselor, and on-site Early College High School staff will lead this effort. The recruiting process will include the following activities:

- A. Maintenance of an Early College High School website for NWECHS that provides recruitment and admission information with links to the EPCC homepage, EPCC Library homepage, and the EPCC Dual Credit/ECHS Program homepage;
- B. Distribution of recruitment/admission packets to middle school students in the school district;
- C. Meetings with middle school counselors to introduce and explain the concept of the ECHS; TEA and Early College High School blueprint.
- D. Student meetings at all middle school campuses to explain the opportunities and commitment required of NWECHS students.
- E. Community informational meetings for students/parents interested in NWECHS.
- F. Presentation of recruitment and admission information in both English and Spanish;
- G. Any other activities required by the TEA Blueprint.

Recruitment materials will be reviewed by the Advisory Committee to ensure it meets TEA Blueprint and EPCC co-branding guidelines. EPCC Dual Credit Counseling and Administration will participate in parent and information sessions upon request.

Admission to NWECHS will be open to a maximum of 125 students every year. This will be known as a cohort. Criteria for admission to NWECHS allows 8th grade students to apply for the new cohort each year and enter Early College High School as ninth graders. The majority of the students accepted to

NWECHS will be those who are identified as “at risk” according to TEA guidelines, including low-income students, and English language learners.

In special circumstances, additional ninth graders who meet the criteria for Early College High School, will be allowed to apply for any available openings in the cohort, as long as they do not exceed the maximum of 500 students. These students will be integrated into the existing cohort.

14. Marketing and Co-branding

NWECHS is a strong and beneficial partnership between CISD and EPCC and will be co-branded accordingly. EPCC and Early College High School logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. The logos must be of the same size and in high profile locations. CISD and NWECHS will state, “Early College High School is a partnership between EPCC and CISD,” when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Except for written materials on jointly pre-approved Early College High School letterhead or masthead or digital material posted in a jointly pre-approved format, these materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of DC/ECHS. Each party reserves the right to approve major signage, banners and other displays that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or flags will be displayed in each classroom used to teach NWECHS students. CISD is responsible for ensuring that departments producing as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

15. Collecting and Sharing Data

CISD and EPCC agree to collect data associated with NWECHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. CISD and EPCC Research departments will be the primary point of contact for all data collection for their respective institutions. In addition, CISD and EPCC agree to share any data required for the successful completion of NWECHS students’ graduation plans. When applicable, EPCC’s Institutional Review Board (IRB) will be consulted when requesting and sharing data or conducting research. When selected, NWECHS will participate in student success, and facility satisfaction surveys, and other local or national surveys administered to EPCC students. CISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSI readiness by grade level; qualifications of Early College High School Staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; CISD data; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement, success, and well-being.

FERPA: For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates CISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by the CISD to carry out the Program; and CISD hereby

designates EPCC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

16. Advisory Committee

An Advisory Committee comprised of representatives from EPCC and CISD will meet at least quarterly to facilitate communication, evaluate instructional and programmatic activities, identify issues, challenges, make recommendations and enhance collaboration. The Advisory Committee shall periodically make reports and presentations to their respective boards and appropriate administrators. Specifically, the Advisory Committee will meet in order to:

- A. Develop and implement academic and professional policy;
- B. Develop and implement budgets and financial policy;
- C. Supervise annual evaluation of the program and effectiveness of the collaboration;
- D. Ensure adherence to state and federal regulations;
- E. Review, annually, the interlocal and/or articulation agreements and to suggest revisions as necessary.

Members of the Advisory Committee will include: EPCC Dual Credit/and Early College High Schools (DC/ECHS) Program Associate Director (Student Services), EPCC Executive Director of Admissions & Registrar, EPCC Administrative Liaison, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, Early College High School Principal Early College High School Assistant Principal, Dean of Students, Early College High School Counselor, CISD Central Office personnel, and others as invited to participate.

17. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and CISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the Early College High School Leadership Council is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Other members of the Council may include the District Office Liaisons, UTEP Representative, EPCC President, EPCC Vice President of Instruction and Workforce Education and EPCC Vice President of Student and Enrollment Services. It is firmly believed that this new management and organizational tool enhances the operation of the high schools and ensures consistency in operation, while still allowing for the individuality of each Early College High School. This group meets biannually.

18. Liability of EPCC and CISD

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. CISD and EPCC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. CISD shall bear sole responsibility and liability for any claims by its students, arising from acts, omissions, and negligence attributed to CISD. CISD and

EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

19. Renewal or Termination

Upon completion of the term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless EPCC or CISD shall give notice of nonrenewal at least ninety (90) days prior to the end of the term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either EPCC or CISD shall have the right to terminate this Agreement with or without cause at any time during the term upon written notice to the other party. In the event of termination during the term of this Agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of the Parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of NWECHS, unless the Parties mutually agree. In the event of termination, NWECHS will continue operation through the 11th grade cohort's scheduled graduation from NWECHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, NWECHS may not enroll any additional students in grades that have been phased out but will continue to meet all the required design elements and provide full support for all students enrolled in the school.

20. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the Parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the Parties at the following addresses:
- | | |
|---------------------------|---------------------------------------|
| El Paso Community College | Canutillo Independent School District |
| P.O. Box 20500 | 7965 Arcraft Rd. |
| El Paso, TX 79998 | El Paso, TX 79932 |
| Attn: President | Attn: Superintendent |

All notices required to be given hereunder shall be in writing, and shall be served in person upon the party to be notified or upon its agent, or shall be mailed by certified or registered mail or deposited with a nationally recognized overnight carrier, postage prepaid, to the address shown above. Any notice mailed in the manner set forth in this Section shall be deemed received by the party to whom it is addressed when deposited in such manner with the United States Postal Service or said overnight carrier.

- C. **Compliance with Laws and Regulations.** The Parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement is to be performed in El Paso County, Texas, and is governed by the Constitution and the laws of the State of Texas. The venue of any suit arising from this Agreement shall be in El Paso County, Texas. The Parties hereby irrevocably submit generally and unconditionally for themselves and in respect of their property to the jurisdiction of any state court, or any United States federal court, sitting in the City El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement.
- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the Parties.
- F. **Alternate Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the related rules adopted by the Texas Attorney General

pursuant to Chapter 2260 will be used by the Parties to attempt to resolve any claim for breach of contract made by either party that cannot be resolved in the ordinary course of business.

G. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

H. **Payments.** Any party paying for the performance of governmental functions or services rendered by the other party must make these payments from current revenues available to the paying party.

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
William Serrata, Ph.D., President

Approved as to form:

General Counsel, EPCC

CISD:
CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: _____
Pedro Galaviz, Ph.D., Superintendent

Approved as to form:

General Counsel, CISD

APPENDIX A



CANUTILLO INDEPENDENT SCHOOL DISTRICT
Northwest Early College High School
 Crosswalk



NOTE: COURSES ARE SUBJECT TO CHANGE

9th Grade High School: Fall				
PEIMS Course/Code #	9th Grade	Credits	EPCC Course	Credits
ENG1 03220100	Pre-AP English I	0.5		
ALG1 03100507	Pre-AP Algebra II	0.5		
APENVIR A3020000	AP Environmental Science	0.5		
CLGTRN N1290050	College Transition (DC)	0.5	EDUC 1300	3
APHUMGEOW A3360200	AP Human Geography	0.5		
PEFOUND PES00052	PE	0.5		
SSSPAN1 03440110	Spanish I	0.5		
	College Prep 1	0.5		
	Total Credits	4		3
9th Grade High School: Spring				
PEIMS Course/Code #	9th Grade	Credits	EPCC Course	Credits
ENG1 03220100	Pre-AP English I	0.5		
ALG1 03100507	Pre-AP Algebra II	0.5		
APENVIR A3020000	AP Environmental Science	0.5		
COMMAPP 03241400	Professional Communication (DC)	0.5	SPCH 1321	3
APHUMGEOW A3360200	AP Human Geography	0.5		
PEFOUND PES00052	PE	0.5		
SSSPAN1 03440110	Spanish I	0.5		
	Student Elective	0.5		
	Total Credits	4		3
10th Grade High School: Fall				
PEIMS Course/Code #	10th Grade	Credits	EPCC Course	Credits
ENG2 03220200	Pre-AP English 2	0.5		
GEOM 03100700	Pre-AP Geometry	0.5		
BIO 03010207	Biology DC	0.5	BIOL 1306	3
LOCAL 84800XXX	Biology Lab DC	0	BIOL 1106	1
WHST 03340400	World History DC	0.5	HIST 2321	3
SPANII 03440220	Spanish 2	0.5		
	College Prep 2	0.5		
GOVT 03330100	United States Government	0.5	GOVT 2305	3
HLTH ED 03810100	Health	0.5		
	Total Credits	4		10
10th Grade High School: Spring				
PEIMS Course/Code #	10th Grade	Credits	EPCC Course	Credits
ENG2 03220200	Pre-AP English 2	0.5		
GEOM 03100700	Pre-AP Geometry	0.5		
BIO 03010207	Biology DC	0.5	BIOL 1307	3
LOCAL 84800XXX	Biology Lab DC	0	BIOL 1107	1
WHST 03340400	AP World History	0.5		
SPANII 03440220	Spanish 2	0.5		
	College Prep 2	0.5		
SPTSS 03380002	Special Topics in SS (Texas Government)	0.5	GOVT 2306	3
PSYCH 03350100	Psychology (DC) or Sociology (DC)	0.5	PSYC 2301 or SOCI 1301	3
	Total Credits	4		10
11th Grade High School: Fall				
PEIMS Course/Code #	11th Grade	Credits	EPCC Course	Credits
ENG 3 03220300	English III (DC)	0.5	ENGL 1301	3
PRECALC 03101100	Pre-Calculus (DC)	0.5	MATH 1314	3
CHEM 03040000	Pre-AP Chemistry	0.5		
USHIST 03340100	US History (DC)	0.5	HIST 1301	3
ART1APP 035001100	Fine Arts (DC)	0.5	ARTS 1301 or MUSI 1306	3
	College Prep 2	0.5		
	Student Elective	0.5		
ECON 3310300	Economics	0.5		
	Total Credits	4		12
11th Grade High School: Spring				
PEIMS Course/Code #	11th Grade	Credits	EPCC Course	Credits
ENG 3 03220300	English III (DC)	0.5	ENGL 1302	3
PRECALC 03101100	Pre-Calculus Math (DC)	0.5	MATH 2412	4
CHEM 03040000	Pre-AP Chemistry	0.5		
USHIST 03340100	US History (DC)	0.5	HIST 1302	3
ART1 03500100	Fine Arts	0.5		
	College Prep 3	0.5		
	Student Elective	0.5		
	Student Elective	0.5		
	Total Credits	4		10
12th Grade High School: Fall				
PEIMS Course/Code #	12th Grade	Credits	EPCC Course	Credits
ENG4 03220400	AP English Literature	0.5		
APPHYSCE A3050005	AP Physics C	0.5		
APSTATS A3100200	AP Statistics/AP Calculus	0.5		
	College Prep 4	0.5		
	Elective	0.5		
	Field of Study (DC)	0.5	Field of Study (DC)	3
	Field of Study (DC)	0.5	Field of Study (DC)	3
	Field of Study (DC)	0.5	Field of Study (DC)	3
	Total Credits	4		9
12th Grade High School: Spring				
PEIMS Course/Code #	12th Grade	Credits	EPCC Course	Credits
ENG4 03220400	English 4 or AP English Literature	0.5		
APPHYSCE A3050005	AP Physics	0.5		
APSTATS A3100200	AP Statistics/AP Calculus	0.5		
	College Prep 4	0.5		
	Elective	0.5		
	Field of Study (DC)	0.5	Field of Study (DC)	3
	Field of Study (DC)	0.5	Field of Study (DC)	3
	Field of Study (DC)	0.5	Field of Study (DC)	3
	Total Credits	4		9
Total High School Credits				
		28	Total EPCC Credits	66

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Proclamation 2014 Adoption of Instructional Materials Approval for new course at CHS.

Justification Statement:

As per the district's Instructional Materials Adoption Procedures Manual, Instructional Materials selected by campus voting delegates/alternates have been approved.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Alex Aguilar / *J. Arrellano* / Marlena Zimmerman

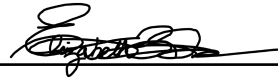
J. Arrellano
Signature of Requester(s)

Jesica Arrellano

Signature of Presenter(s)

Elizabeth B. Sida

Business Services Approval (Initials)



8/9/2022

Date

Agenda Summary:

The State Board of Education (SBOE) issued Proclamation 2014 Adoption Update on September 2013, which included Environmental System grades 9-12. The adoption of this material was not selected at that time and has now been offered at Canutillo High School scheduled to go into classrooms in the 2022-2023 school year. Next adoption will occur on Proclamation 2024.

Pursuant the Policies EFA (Legal) and EF (Local), districts must follow procedures for adopting instructional materials. As per the district's Instructional Materials Procedures Manual, teachers who are recommended by their Campus Improvement Committees to serve as campus voting delegates and alternates must be approved by the Board of Trustees.

RECOMMENDATION: Administration recommends that the Board of Trustees approve the Campus Voting Delegates/Alternates selection of Environmental Science Instructional Materials from previous Proclamation 2014 Adoption.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S):
N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

Quotes from selected publishers meeting the district's criterias based on IM Adoption Manual and final selection.

REQUESTING DEPARTMENT:

Warehouse Coordinator / Curriculum and Instruction Department / Canutillo High School

CONSEQUENCES OF NON-APPROVAL:

The District will not be in compliance with policies EFA (Legal) and EF (Local), and will not be able to proceed with the procurement of adopting Instructional Materials.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S):

Proclamation 2014 Update List of proposed Instructional Materials and Memo





Canutillo Independent School District Warehouse Services

Excellence Through Integrity and Innovation

MEMORANDUM

TO: Members of the Board of Trustees
Dr. Pedro Galaviz, Superintendent of Schools

THROUGH: Cristina Pulley, Executive Director Financial Officer
Dr. Debra Kerney, Associate Superintendent
Jessica Arellano, Executive Director Curriculum, and Instruction

FROM: Alex Aguilar, Warehouse/Instructional Materials Coordinator

DATE: August 2, 2022

SUBJECT: Instructional Materials Adoption Proclamation 2014 – Environmental Science

The State Board of Education (SBOE) issued Proclamation 2014 Update on September 18, 2013, which calls for the adoption of Instructional Materials for the following subject areas:

- Environment Science -

The adoption of instructional materials “Environmental Science” under Proclamation 2014 has expired and now is in a gap year until new Adoption 2024. These materials were not selected by the campus for adoption at that time. Canutillo High School has requested instructional materials for a new course 2023. Board of trustees approves the selection of the Instructional Materials being adopted. This IM will be in the adoption under Proclamation 2024.

The results are as follows:

High School – HMH Publishing – Visualizing Environmental Science 2017 Berg

The district is requesting that the Board of Trustees approve the selection of these materials in the amount \$28,286.25 dollars (see attached report). The funds are from the Instructional Materials Allotment Account issued by the State, which has a balance approximately \$662,348.99 not including the cost of Proclamation 2022.



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Instructional Material - Proclamation 2014 Update

Timeline – Summer 2013 meetings to discuss plan
Review during 2013-2014 school year
Implement during 2014-2015 school year

Samples will be available in electronic form only initially

Ancillaries are back

Implementation decisions – Hard copy only / on line only / mixture of hard copy & on line
Consumables

Science	Math
Science grades K-8	Math grades K-8
Spanish Science Grades K-5	Spanish Math Grades K-5
Aquatic Science	
Astronomy	Technology
Biology	Technology Applications Grades K-8
Chemistry	Fundamentals of Computer Science
Earth and Space Science	Computer Science 1
Environmental Systems	Computer Science 2
IPC	Computer Science 3
Physics	Digital Forensics
	Discrete Mathematics
CATE	Game Programming and Design
Principles of Technology	Mobile Application Development
Scientific Research and Design	Robotics Programming and Design
Anatomy and Physiology	Digital Design and Media Production
Engineering Design and Problem Solving	Digital Art and Animation
Medical Microbiology	3-d Modeling and Animation
Pathophysiology	Digital Communications in the 21 st Century
Advanced Animal Science	Digital Video and Audio Design
Advanced Biotechnology	Web Communications
Advanced Plant and Soil Science	Web Design
Food Science	Web Game Development
Forensic Science	

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 8/23/2022

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Meira Dora

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

[Handwritten Signature]

8/9/2022

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





Canutillo Independent School District Warehouse Services

Excellence Through Integrity and Innovation

MEMORANDUM

TO: Members of the Board of Trustees
Dr. Pedro Galaviz, Superintendent of Schools

THROUGH: Cristina Pulley, Executive Financial Officer
Dr. Debra Kerney, Associate Superintendent
Dr. Monica Reyes, Executive Director Student Support Services

FROM: Alex Aguilar, Warehouse/Instructional Materials Coordinator

DATE: August 2, 2022

SUBJECT: Instructional Materials Adoption Cycle – Proclamation 2022

The State Board of Education (SBOE) issued Proclamation 2022 which calls for the adoption of Instructional Materials for the following subject areas:

- Health Education K-5
- Physical Education K-5

The adoption of instructional materials under Proclamation 2022 is scheduled to begin in August 2022- 2023 school year. On April 26, 2022, trustees approved the selection of the Instructional Materials for Elementary Schools “Catch Publishing”. The publisher has been disqualified and the alternate “Quaver ED” was next on the selection.

The results are as follows:

Elementary Campuses Alternate – Quaver ED – Health – Physical Education Interactive

The district is requesting that the Board of Trustees approve the selection of these materials in the amount \$75,600 dollars (6 Elementary Schools). The funds are from the Instructional Materials Allotment Account issued by the State, which has a balance approximately \$662,348.39 not including the cost of Grades 6-12 Physical Education and Health Education.



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The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs.

Board of Trustees

Meeting Date: **August 2022**

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and possible action regarding revision to 2022-2023 Canutillo ISD Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule

Justification Statement:

Revision to current stipend listing adding migrant Mentors to the list.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Martha Carrasco, Chief Human Resources Officer.

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer.

Signature of Presenter(s)

Business Services Approval (Initials)

Date August 2022

Agenda Summary:

Discussion and possible action regarding revision to 2022-2023 Canutillo ISD Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule. Administration recommends that the board approves proposed stipend listing item addition to the stipends to ensure the district remains competitive.

RECOMMENDATION: That stipends are approved by the Board of Trustees as recommended by administration.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): As indicated by Financial Services

ACCOUNT

NO(S): 212.11.6118.00.919.24

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid): N/A

REQUESTING DEPARTMENT:

HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

The district may lose its competitive advantage.

IMPLEMENTATION TIMELINE:

2022-2023 fiscal year

ATTACHMENT(S): Stipend Listing changes for year 2022-23





HUMAN RESOURCES

CANUTILLO A Premier District

2022-2023

Canutillo ISD Temporary Employment, Non-contractual Stipend and Supplemental Pay Schedule

A stipend is an additional amount paid to an employee to compensate for a higher degree, specialized certification, or as an incentive to fill a position in an area of critical need. Position stipends are attached to a position, not to the employee and do not transfer if the employee is reassigned. An employee is subject to reassignment at any time by the superintendent or designee. Stipend assignments may be discontinued at any time. Based on requirements of the Fair Labor Standards Act (FLSA), hourly employees do not qualify for stipend assignments. This stipend schedule applies to the 2022-2023 academic school year only. Future salaries cannot be predicted from this schedule.

Teaching / Other Professional Supplement	Amount
Migrant Mentor (1 Per Campus / CHS 1 per Grade Level)	\$500 Per Year

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: **AUG 2022**

Subject/Title for Agenda Posting:

Discussion and possible action regarding approval of renewal of participation in TASB Risk Management Fund Coverage for Unemployment Compensation - only.

Justification Statement:

Due to Interlocal Participation Agreement (IPA) being updated by TASB on November 12, 2021 with changes to take effect on October 1, 2022.

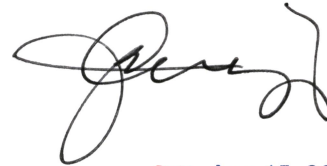
Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: Martha Carrasco, Chief Human Resources Officer.

Signature of Requester(s)

Jose Barraza, Assistant Director - HR

Signature of Presenter(s)



Business Services Approval (Initials)

Date Aug 15, 2022

Agenda Summary:

Discussion and possible action regarding approval of renewal of participation in TASB Risk Management Fund Coverage for Unemployment Compensation - only. Due to Interlocal Participation Agreement (IPA) being updated by TASB on November 12, 2021 with changes to take effect on October 1, 2022.

The district has been auto-renewing since April 2012.

RECOMMENDATION: That the Board of Trustees approve renewal as recommended by administration.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$51,340.00

ACCOUNT

NO(S): 199.00.2159.41.000.00

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid): N/A

REQUESTING DEPARTMENT:
HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

Unemployment Fund coverage may lapse.

IMPLEMENTATION TIMELINE:
2022-2023 fiscal year, prior to October 1, 2022

ATTACHMENT(S): Participation in TASB Risk Management Fund Coverage





August 1, 2022

Dr. Pedro Galaviz
Canutillo ISD
pgalaviz@canutillo-isd.org

Participation in TASB Risk Management Fund Coverage Programs

Dear Dr. Galaviz:

Please accept this letter as formal written notice that the Interlocal Participation Agreement (IPA) between Canutillo ISD and the TASB Risk Management Fund (Fund) is amended by the Fund effective May 1, 2022. The IPA is the foundational agreement by which eligible organizations join the Fund.

The amended IPA will replace your current IPA with the Fund. A copy of the new IPA is included for review and execution. It was last amended in 2012. Pursuant to Chapter 791 of the Texas Government Code, the new IPA must be authorized and approved by your Board of Trustees.

Along with the new IPA, a Frequently Asked Questions document with more information and a summary of changes is included to assist you in executing the agreement. The updates to the IPA focus on three areas: 1) clarity of purpose and meaning, 2) updates to Fund Member duties and obligations, and 3) revisions to the dispute resolution provisions.

The IPA must be approved through Board action and returned to the Fund. Your organization may take one of following approaches related to the new IPA:

- Seek authorization from your Board of Trustees and return the executed IPA to the TASB Risk Management Fund at tasbrmf@tasbrmf.org no later than September 15, 2022. A countersigned copy will be returned to you for your records.
- Take no action. The IPA will go into effect May 1, 2022, and your current coverage will continue under the terms of the new IPA. However, your next renewal proposal for Fund coverage will require a board-approved executed IPA unless you terminate coverage at that time.
- Terminate coverage in all Fund programs effective April 30, 2022, by providing written notice of termination to the Fund by April 29, 2022.

Please reach out to your TASB Risk Management Marketing Consultant for assistance with this process. We thank you for your membership in the TASB Risk Management Fund. We are very



proud of our 48-year record of proven strength, stability, and service to Texas public school districts and other educational entities and look forward to our continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Dubravka H. Romano". The signature is written in a cursive, flowing style.

Dubravka H. Romano
Associate Executive Director
Risk Management Services
Texas Association of School Boards, Inc.

CC: Martha Carrasco
Jacqueline Spencer (Jacqueline.Spencer@tasb.org)

Attachments: Frequently Asked Questions and Explanation of Changes, Amended Interlocal Participation Agreement

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. **Other Duties of Fund Member.**

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. **Subrogation and Assignment of Rights.**

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.



26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Canutillo ISD**

By: _____
Signature of Fund Member's Authorized Representative

Date: _____

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____
Chair, TASB Risk Management Fund Board of Trustees

Date: _____



August 3, 2022

Martha Carrasco
Canutillo ISD

Dear Martha Carrasco,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

We are pleased to provide you with a proposal for the 2022–23 coverage term. This year's coverage proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average. A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included with the proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory. **Please note, coverage under this proposal is contingent on the approval and execution of the Fund's amended Interlocal Participation Agreement (IPA) by your board of trustees. The amended IPA went into effect on May 1, 2022, for all Fund members. Your current Fund coverage expiring on or after August 31, 2022 is terminated and will not automatically renew without approval and execution of the amended IPA. For your convenience, we have attached the amended IPA and related information. You may use this copy to execute the IPA if you intend to continue coverage with the Fund.**

Please carefully review all terms and features of the amended IPA and coverage proposal. If you are unsure of your plans to continue coverage with the Fund or have questions about the IPA or coverage proposal, please contact Jacqueline Spencer or any member of TASB's Underwriting and Marketing Division at 800.482.7276. When ready, you must return a signed CCS and board-executed IPA by email to me or to TASBRMF@tasbrmf.org to continue coverage with the TASB Risk Management Fund.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year and hope you elect to continue your membership in the Fund.

Sincerely,

Jacqueline Spencer
Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 1 (512) 505-2834

CC:



Canutillo ISD

Contribution & Coverage Summary (CCS)
Participation Period: 10/1/2022 through 9/30/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Unemployment Compensation	Statutory	No Deductible	\$51,340
Total Contribution			\$51,340

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.



Canutillo ISD

Unemployment Compensation Participation Period: 10/1/2022 through 9/30/2023 Total Contribution: \$51,340

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	\$51,340

Unemployment Compensation Conditions

Agreement: This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member’s quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member’s participation in the Fund’s UC program for which the Fund paid benefits, are owed to the Fund. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member’s failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

Contribution: The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund’s overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member’s claims experience. The contribution is not adjustable during the coverage period due to changes in Fund Member’s wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member’s unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member’s annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member’s own claims.

Assistance: The Fund’s services include assistance to Fund Member with TWC hearings. Fund Member’s request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund’s assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF- Unemployment Compensation	Martha Carrasco Jose Barraza	CHRO Asst. Dir. HR	mcarrasco@canutillo-isd.org jbarraza@canutillo-isd.org

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title



TASB Risk Management Fund Interlocal Participation Agreement Frequently Asked Questions

What is the IPA?

The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund). The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership.

Through an executed IPA, Fund Members may participate in the various lines of coverage offered by the Fund. Membership in each specific Fund program is created and controlled through a Contribution and Coverage Summary (CCS).

The IPA is approved once by each Fund Member's board. It remains in effect until the Fund Member ceases to participate in at least one Fund coverage program or the Fund terminates the IPA.

Does the IPA require Board approval?

Yes. The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

What is the effective date of the IPA?

The amended IPA is effective on May 1, 2022, for all Fund Members. Members should return a board-approved IPA prior to May 13, 2022. If the Fund Member takes no action, the IPA will still go into effect.

For Members who take no action, renewal proposals for coverage on or after May 1, 2022, will be contingent on the member returning a board-approved IPA. Coverage effective on or after May 1, 2022, will not be renewed without a properly executed IPA.

Members may also terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022.

Why is the IPA Changing?



The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed.

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

What are the specific changes to the IPA?

A thorough explanation of the changes is included in this document on the following page.

Can my organization make changes to the IPA?

No. This IPA was approved by the TASB Risk Management Fund Board on November 12, 2021, and is effective on May 1, 2022. The IPA is a Board-approved agreement and is universal. All members of the Fund agree to the same terms of participation.

What if my organization doesn't agree to the terms of the new IPA?

Fund Members who do not agree to the terms of the new IPA may terminate coverage in all Fund programs effective April 30, 2022, by providing written notice to the Fund by April 29, 2022, prior to the IPA going into effect on May 1, 2022.

Who can I contact for additional information?

General questions can be directed to your Risk Management Marketing Consultant. If your questions are specific to the terms of the IPA, please contact Paul Taylor, Director of Legal and Regulatory Affairs in TASB Risk Management Services, at paul.taylor@tasb.org.

What are the steps for signing and returning the IPA?

As part of the Board approval process, the Board may authorize an administrator to sign the IPA. Electronic signatures are acceptable. The date of Board approval must be recorded on the signature page.

Please return the executed IPA to tasbrmf@tasbrmf.org no later than May 13th, 2022. Once the executed IPA is received, it will be countersigned by the Fund and a copy will be provided for your records.

Explanation of Changes to the IPA

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.



Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

Board of Trustees

Meeting Date: August 23, 2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Rachel Lucero, Internal Auditor

Signature of Requester(s)

Rachel Lucero, Internal Auditor

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





INTERNAL AUDIT

CANUTILLO A Premier District

INTERNAL AUDIT CHARTER

Introduction

This charter sets out the principles upon which the Internal Audit function at Canutillo ISD (CISD) is established and by which it operates. The contents of this charter are aligned with the Institute of Internal Auditors (IIA) Standards.

Mission

Internal Audit (IA) is an independent, objective assurance and consulting activity designed to add value and improve CISD operations. IA assists CISD accomplish its goals and objectives by using a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Purpose

Internal Audit's primary purpose is to assist the CISD Board of Trustees (Board) in fulfilling its oversight and governance responsibilities.

IA will accomplish this purpose by providing independent and objective assurance, advice, and insight on the governance framework, risk management practices, and internal controls, to assist the Board and administration in the effective discharge of their responsibilities. IA will ensure audit services are guided by a philosophy of adding value to help improve the operational effectiveness of school operations and programs.

IA will further support and promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise.

Adherence to IIA Standards

Internal Audit will ensure adherence to the mandatory elements of the IIA Standards, which are: (1) Core Principles for the Professional Practice of Internal Auditing (2) Definition of Internal Auditing, and (3) Code of Ethics. This mandatory guidance constitutes the principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of IA's performance. IA has also implemented internal operating procedures in accordance with IIA Standards to help ensure further compliance.

Authority & Scope

With strict regard for safekeeping and confidentiality, authorization is granted to Internal Audit to have full and unrestricted access to all of the District's records (in any form), physical properties, and personnel information necessary to effectively discharge IA's duties and responsibilities assigned within legal limits of state, local, and federal law. Any limitations or restrictions by administration will be brought to the attention of the Board and Superintendent.

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:
P.O. Box 100
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canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).



INTERNAL AUDIT

CANUTILLO A Premier District

Internal Audit's scope of work is comprehensive and encompasses the examination and evaluation of all District programs and operations. IA's work may also include review of records and activities of school-affiliated organizations. In those instances, IA must receive approval from such organizations prior to conducting a specific review or assurance service.

Independence & Objectivity

Internal Audit will maintain the highest level of independence and objectivity during the performance of all audit activities, including matters of audit selection, scope, procedures, frequency, timing, or report content. IA will carry out its responsibilities in an unbiased manner and will disclose any impairment of independence, in fact or appearance, to the Board.

To ensure independence, IA will not engage in the decision-making process within operational functions. IA is not authorized to: (1) perform any operational duties for the District, (2) initiate or approve accounting transactions external to the internal audit activity, or (3) direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to assist the Internal Audit Office.

Exception: In times of financial or operational exigencies, the Board may temporarily direct IA to perform duties outside of the Internal Audit function. This will result in an impairment to the internal auditor's independence and objectivity specific to the affected operational function. As a result, the internal auditor will be precluded from performing audit services of the affected operation(s) for a minimum of one year from the completion of the temporary assignment.

Organizational Structure & Reporting

Texas Education Code Section 11.170 states, "if a school district employs an internal auditor, the Board of Trustees shall select the internal auditor and the internal auditor shall report directly to the Board".

Recognizing the importance of organizational independence, the Board has structured the Internal Audit function as an independent office that operates separately from other departments. The District's Internal Auditor reports directly (functionally) to the Board and administratively to the Superintendent. This reporting relationship ensures independence and promotes broad audit coverage. On an annual basis, the Board conducts the Internal Auditor's performance review with input from the Superintendent.

When necessary, staff auditors may be selected by a subset of the Board and report directly to the Internal Auditor. Annual performance evaluations for staff auditors are performed by the Internal Auditor. In lieu of a vacancy for the Internal Auditor position, the highest-level staff auditor will report directly



INTERNAL AUDIT

CANUTILLO A Premier District

to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board.

Board Responsibilities

The Board is responsible for ensuring that the internal audit function has sufficient authority to effectively perform its duties. As such, the Board will:

- Review and approve the Internal Audit Charter
- Approve the Risk-based Internal Audit Plan
- Approve the Internal Audit Budget
- Receive regular communications from the Internal Auditor on internal audit activities and performance relative to its plan and other matters
- Approve decisions regarding the appointment and removal of the Internal Auditor
- Approve the salary of the Internal Auditor
- Make inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations
- Ensure adequate consideration of audit report findings and timely action on audit recommendations

Internal Audit Responsibilities

Internal Audit is responsible for carrying out all aspects of the internal audit activity within the District. As such, IA will:

- Develop a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or administration
- Implement the annual audit plan as approved by the Board
- Initiate special tasks or new projects not listed on the annual audit plan only with approval by the Board
- Review the reliability and integrity of financial and operating information
- Review the internal control systems established to ensure compliance with laws, regulations, policies, plans, and procedures which could have a significant impact on District operations and programs
- Review the means of safeguarding assets and verify the existence of such assets
- Review and appraise the economy and efficiency with which resources are employed
- Review operations or programs to determine whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned
- Issue periodic reports to the Board and administration in a timely manner, summarizing the results of audit activities through a transparent and objective reporting process



INTERNAL AUDIT

CANUTILLO A Premier District

- Establish a system to follow-up on reportable conditions to ensure that inadequate conditions are satisfactorily addressed and/or resolved by District administration
- Perform consulting services to assist administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.
- Coordinate audit efforts and provide assistance to external auditors, including auditors from regulatory agencies
- Assist in the investigation of any suspected fraudulent activities within the District
- Keep the Board and senior administration informed of emerging trends, potential risks, and internal control issues
- Review and revise the Internal Audit Charter annually or as necessary
- Disclose to the Board any personal financial interest, business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District

Quality Assurance Internal Audit will establish a quality assurance program and retain comprehensive records to ensure that internal audit activities are performed in compliance with IIA Standards to the extent possible with available resources.



INTERNAL AUDIT

CANUTILLO A Premier District

The Internal Audit Charter will be reviewed annually or when there are material changes in the operation, responsibilities, or organizational structure of the internal audit function. Any recommended changes will be submitted to the Board for approval. The Charter is effective until superseded.

Submitted by:

Rachel Lucero, CPA, CIA
Internal Auditor

Date

Endorsed by:

Dr. Pedro Galaviz
Superintendent

Date

Approved by:

Sergio Coronado, President
Board of Trustees

Date

Board of Trustees

Meeting Date: August 23, 2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Rachel Lucero, Internal Auditor

Signature of Requester(s)

Rachel Lucero, Internal Auditor

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Internal Audit (LOCAL) CFC Policy Comparison Documents

The pages that follow contain a comparison of the District's current Internal Audit policy as found in TASB records (Ref: Document #1), updated policy as recommended (Ref: Document #2), and a track changes version with annotated changes (Ref: Document #3).

An automated process was used to track changes and annotations are shown as follows:

- Deletions are shown in red strikethrough font: ~~delete~~
- Additions are shown in a blue, bold font: **new**
- Blocks of text that have been moved without alteration are shown in green with double underline and double strikethrough formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text

Please Note: While annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow.

Document #1

District's current Internal Audit policy as found in TASB records

Internal Audit

Purpose

The Canutillo Independent School District (CISD) has established an internal audit function as an independent, objective assurance and consulting activity designed to add value to and improve the District's operations.

Internal audit shall assist the Board and the administration in accomplishing the District's objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

The internal audit function shall further promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise. In addition, it will also help foster quality and continuous improvement within the District.

Authority

With stringent regard for safekeeping and confidentiality, authorization is granted to the internal audit office for full and unrestricted access to any of the District's records in any form, physical properties, functions, and personnel necessary to effectively discharge the responsibilities assigned within the legal limits of state, local, and federal law. With approval from District-affiliated organizations, the internal auditor may also review the records and activities of affiliated organizations in conjunction with specific assurance services.

The District's executive director of internal audit shall be selected by and shall report directly to the Board [see BAA and DC]. Administratively, he or she shall report to the Superintendent. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent. Staff auditors may be selected by a subset of the Board and shall report directly to the executive director of internal audit. Annual performance evaluations for internal audit staff shall be performed by the executive director of internal audit. In lieu of a vacancy for the executive director of internal audit position, the highest level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board. This reporting relationship ensures independence and promotes broad audit coverage. It will also ensure adequate consideration of audit reports and appropriate and timely action on audit recommendations.

The internal audit staff is not authorized to:

1. Perform any operational duties for the District;
2. Initiate or approve accounting transactions external to the internal audit activity; or

3. Direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to an auditing team or to otherwise assist the internal auditor.

In response to financial or operational exigencies, the Board may temporarily direct the internal audit staff to perform duties outside of the internal audit function, as deemed necessary. Such events shall result in an actual impairment to the internal audit staff's objectivity specific to the affected District operations. As a result, the internal auditor may not provide assurance services to the affected operations for a period of no less than one year following the completion of the temporary reassignment.

Responsibility

The internal audit function encompasses the examination and evaluation of the adequacy and effectiveness of the District's system of internal controls and the quality of performance in carrying out assigned responsibilities. It includes:

1. Developing a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or the administration.
2. Implementing the annual audit plan, as approved, including any special tasks or projects requested by the Board and/or the administration.
3. Reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information.
4. Reviewing the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations that could have a significant impact on operations and reports and whether the District is in compliance.
5. Reviewing the means of safeguarding assets, and as appropriate, verifying the existence of such assets.
6. Reviewing and appraising the economy and efficiency with which resources are employed.
7. Reviewing operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
8. Issuing periodic reports to the Board and the administration summarizing results of audit activities.

9. Establishing a system to follow-up on reportable conditions in order to ensure that these conditions are satisfactorily addressed and/or resolved by the District administration.
10. Performing consulting services, beyond internal auditing assurance services, to assist the administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.
11. Coordinating audit efforts with independent and external auditors, as well as with any outside agency.
12. Assisting in the investigation of any suspected fraudulent activities within the District.
13. Establishing a quality assurance program by which the District's internal auditor ensures the quality of operations as well as to ensure the internal auditor function complies with the Institute of Internal Auditors' *Code of Ethics* and *International Standards for the Professional Practice of Internal Auditing*.
14. Keeping the Board and the administration informed of emerging trends and successful practices in internal auditing.
15. Annually reviewing and revising the internal audit charter as necessary.
16. Disclosing to the Board a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District.

External Audit

Selection of Audit
Firm

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District.

Proposals for audit services shall be solicited as deemed appropriate. However, a rotation of the audit firm will be required at the end of a five-year period.

The audit firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit function.

Document #2

Updated Internal Audit policy as recommended

Internal Audit

Purpose

The Canutillo Independent School District (CISD) has established an internal audit function as an independent, objective assurance and consulting activity designed to add value to and improve CISD operations.

Internal audit (IA) assists CISD accomplish its goals and objectives by using a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Internal Audit's primary purpose is to assist the CISD Board of Trustees (Board) in fulfilling its oversight and governance responsibilities.

IA will accomplish this purpose by providing independent and objective assurance, advice, and insight on the governance framework, risk management practices, and internal controls, to assist the Board and administration in the effective discharge of their responsibilities. IA will ensure audit services are guided by a philosophy of adding value to help improve the operational effectiveness of school operations and programs.

IA will further support and promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise.

Adherence to IIA Standards

Internal Audit will ensure adherence to the mandatory elements of the Institute of Internal Auditors (IIA) Standards, which are: (1) Core Principles for the Professional Practice of Internal Auditing (2) Definition of Internal Auditing, and (3) Code of Ethics. This mandatory guidance constitutes the principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of IA's performance. IA has also implemented internal operating procedures in accordance with IIA Standards to help ensure further compliance.

Authority & Scope

With strict regard for safekeeping and confidentiality, authorization is granted to Internal Audit to have full and unrestricted access to all of the District's records (in any form), physical properties, and personnel information necessary to effectively discharge IA's duties and responsibilities assigned within the legal limits of state, local, and federal law. Any limitations or restrictions by administration will be brought to the attention of the Board and Superintendent.

Internal Audit's scope of work is comprehensive and encompasses the examination and evaluation of all District programs and operations. IA's work may also include review of records and activities of

school-affiliated organizations. In those instances, IA must receive approval from such organizations prior to conducting a specific review or assurance service.

Independence &
Objectivity

Internal Audit will maintain the highest level of independence and objectivity during the performance of all audit activities, including matters of audit selection, scope, procedures, frequency, timing, or report content. IA will carry out its responsibilities in an unbiased manner and will disclose any impairment of independence, in fact or appearance, to the Board.

To ensure independence, IA will not engage in the decision-making process within operational functions. IA is not authorized to:

1. Perform any operational duties for the District;
2. Initiate or approve accounting transactions external to the internal audit activity; or
3. Direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to assist the Internal Audit Office.

Exception: In times of financial or operational exigencies, the Board may temporarily direct IA to perform duties outside of the Internal Audit function. This will result in an impairment to the internal auditor's independence and objectivity specific to the affected operational function. As a result, the internal auditor will be precluded from performing audit services of the affected operation(s) for a minimum of one year from the completion of the temporary assignment.

Organizational
Structure &
Reporting

Texas Education Code Section 11.170 states, "if a school district employs an internal auditor, the Board of Trustees shall select the internal auditor and the internal auditor shall report directly to the Board". [see BAA and DC]

Recognizing the importance of organizational independence, the Board has structured the Internal Audit function as an independent office that operates separately from other departments. The District's Internal Auditor reports directly (functionally) to the Board and administratively to the Superintendent. This reporting relationship ensures independence and promotes broad audit coverage. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent.

When necessary, staff auditors may be selected by a subset of the Board and report directly to the Internal Auditor. Annual performance evaluations for internal audit staff are performed by the Internal Auditor. In lieu of a vacancy for the Internal Auditor position, the highest-level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board.

Board
Responsibilities

The Board is responsible for ensuring that the internal audit function has sufficient authority to effectively perform its duties. As such, the Board will:

1. Review and approve the Internal Audit Charter
2. Approve the Risk-based Internal Audit Plan
3. Approve the Internal Audit Budget
4. Receive regular communications from the Internal Auditor on internal audit activities and performance relative to its plan and other matters
5. Approve decisions regarding the appointment and removal of the Internal Auditor
6. Approve the salary of the Internal Auditor
7. Make inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations
8. Ensure adequate consideration of audit report findings and timely action on audit recommendations

Internal Audit
Responsibilities

Internal Audit is responsible for carrying out all aspect of the internal audit activity within the District. As such, IA will:

1. Develop a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or the administration.
2. Implement the annual audit plan as approved by the Board.
3. Initiate special tasks or new projects not listed on the annual plan only with approval by the Board.
4. Review the reliability and integrity of financial and operating information.

5. Review the internal control systems established to ensure compliance with laws, regulations, policies, plans, and procedures which could have a significant impact on District operations and programs.
6. Review the means of safeguarding assets and verify the existence of such assets.
7. Review and appraise the economy and efficiency with which resources are employed.
8. Review operations or programs to determine whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
9. Issue periodic reports to the Board and the administration in a timely manner, summarizing the results of audit activities through a transparent and objective reporting process.
10. Establish a system to follow-up on reportable conditions to ensure that inadequate conditions are satisfactorily addressed and/or resolved by the District administration.
11. Perform consulting services to assist administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.
12. Coordinate audit efforts and provide assistance to external auditors, including auditors from regulatory agencies.
13. Assist in the investigation of any suspected fraudulent activities within the District.
14. Keep the Board and senior administration informed of emerging trends, potential risks, and internal control issues.
15. Review and revise the internal audit charter annually or as necessary.
16. Disclose to the Board any personal financial interest, business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District.

Quality Assurance

Internal Audit will establish a quality assurance program and retain comprehensive records to ensure that internal audit activities are performed in compliance with IIA Standards to the extent possible with available resources.

External Audit

Selection of Audit
Firm

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District.

Proposals for audit services shall be solicited as deemed appropriate. However, a rotation of the audit firm will be required at the end of a five-year period.

The audit firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit function.

Document #3

Track Changes Version with annotated changes

Internal Audit

Purpose

The Canutillo Independent School District (CISD) has established an internal audit function as an independent, objective assurance and consulting activity designed to add value to and improve ~~the District's~~ CISD operations.

Internal audit (IA) ~~shall~~ assist ~~the Board CISD and the administration in accomplishing the District's~~ its goals and objectives by ~~bring- ing using~~ a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

Internal Audit's primary purpose is to assist the CISD Board of Trustees (Board) in fulfilling its oversight and governance responsibilities.

IA will accomplish this purpose by providing independent and objective assurance, advice, and insight on the governance framework, risk management practices, and internal controls, to assist the Board and administration in the effective discharge of their responsibilities. IA will ensure audit services are guided by a philosophy of adding value to help improve the operational effectiveness of school operations and programs.

IA ~~The internal audit function shall~~ will further support and promote an ethical environment based on integrity, fairness, and accountability through open communication, professionalism, and expertise. ~~In addition, it will also help foster quality and continuous improvement within the District.~~

Adherence to IIA Standards

Internal Audit will ensure adherence to the mandatory elements of the Institute of Internal Auditors (IIA) Standards, which are: (1) Core Principles for the Professional Practice of Internal Auditing (2) Definition of Internal Auditing, and (3) Code of Ethics. This mandatory guidance constitutes the principles of the fundamental requirements for the professional practice of internal auditing and for evaluating the effectiveness of IA's performance. IA has also implemented internal operating procedures in accordance with IIA Standards to help ensure further compliance.

Authority & Scope

With ~~strict~~stringent regard for safekeeping and confidentiality, authorization is granted to ~~the Internal Audit office~~ to have full and unrestricted access to ~~any~~all of the District's records (in any form), physical properties, ~~functions,~~ and personnel information necessary to effectively discharge ~~the IA's~~ duties and responsibilities assigned within the legal limits of state, local, and federal law.

Independence &
Objectivity

Any limitations or restrictions by administration will be brought to the attention of the Board and Superintendent.

Internal Audit's scope of work is comprehensive and encompasses the examination and evaluation of all District programs and operations. IA's work may also include review of records and activities of school-affiliated organizations. In those instances, IA must receive ~~With approval from District-affiliated such organizations, the internal auditor may also review the records and activities of affiliated organizations in conjunction with~~ prior to conducting a specific review or assurance services.

Internal Audit will maintain the highest level of independence and objectivity during the performance of all audit activities, including matters of audit selection, scope, procedures, frequency, timing, or report content. IA will carry out its responsibilities in an unbiased manner and will disclose any impairment of independence, in fact or appearance, to the Board.

~~The District's executive director of internal audit shall be selected by and shall report directly to the Board [see BAA and DC]. Administratively, he or she shall report to the Superintendent. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent. Staff auditors may be selected by a subset of the Board and shall report directly to the executive director of internal audit. Annual performance evaluations for internal audit staff shall be performed by the executive director of internal audit. In lieu of a vacancy for the executive director of internal audit position, the highest level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board. This reporting relationship ensures independence and promotes broad audit coverage. It will also ensure adequate consideration of audit reports and appropriate and timely action on audit recommendations.~~

To ensure independence, IA will not engage in the decision-making process within operational functions. IA ~~The internal audit staff~~ is not authorized to:

1. Perform any operational duties for the District;
2. Initiate or approve accounting transactions external to the internal audit activity; or
3. Direct the activities of any District employee not employed by the internal audit activity, except to the extent that such employee(s) has been appropriately assigned to ~~an auditing team or to otherwise~~ assist the Internal Auditor Office.

Organizational
Structure &
Reporting

~~Exception: In response to times of financial or operational exigencies, the Board may temporarily direct the internal audit staff IA to perform duties outside of the internal Audit function, as deemed necessary. This will result in an actual impairment to the internal auditor's staff's independence and objectivity specific to the affected District operational function. As a result, the internal auditor may not will be precluded from performing audit provide assurance services of the affected operation(s) for a period of no less than minimum of one year from following the completion of the temporary reassignment.~~

Texas Education Code Section 11.170 states, "if a school district employs an internal auditor, the Board of Trustees shall select the internal auditor and the internal auditor shall report directly to the Board". [see BAA and DC]

Recognizing the importance of organizational independence, the Board has structured the Internal Audit function as an independent office that operates separately from other departments. The District's executive director of Internal Auditor shall be selected by and shall reports directly (functionally) to the Board [see BAA and DC], and Administratively, he or she shall report to the Superintendent. This reporting relationship ensures independence and promotes broad audit coverage. On an annual basis, the Board shall conduct the employee performance review of the executive director of internal audit with input from the Superintendent.

When necessary, staff auditors may be selected by a subset of the Board and shall report directly to the executive director of Internal Auditor. Annual performance evaluations for internal audit staff shall be performed by the executive director of Internal Auditor. In lieu of a vacancy for the executive director of Internal Auditor position, the highest level highest-level staff auditor shall report directly to the Board and administratively to the Superintendent. Overall, the internal audit function is a direct report to the Board. This reporting relationship ensures independence and promotes broad audit coverage. It will also ensure adequate consideration of audit reports and appropriate and timely action on audit recommendations.

Board
Responsibilities

The Board is responsible for ensuring that the internal audit function has sufficient authority to effectively perform its duties. As such, the Board will:

1. Review and approve the Internal Audit Charter
2. Approve the Risk-based Internal Audit Plan
3. Approve the Internal Audit Budget

Internal Audit
Responsibilities

4. Receive regular communications from the Internal Auditor on internal audit activities and performance relative to its plan and other matters
5. Approve decisions regarding the appointment and removal of the Internal Auditor
6. Approve the salary of the Internal Auditor
7. Make inquiries of management and the Internal Auditor to determine whether there are inappropriate scope or resource limitations
8. Ensure adequate consideration of audit report findings and timely action on audit recommendations

~~The Internal Audit function encompasses the examination and evaluation of the adequacy and effectiveness of the District's system of internal controls and the quality of performance in~~ responsible for carrying out all aspect of assigned responsibilities the internal audit activity within the District. As such, IA will ~~it~~ includes:

1. Developing a flexible annual audit plan using an appropriate risk-based methodology to include any risks or control concerns identified by the Board and/or the administration.
2. Implementing the annual audit plan, as approved by the Board.
- ~~2.3. Initiate ,including any~~ special tasks or new projects not listed on the annual plan only with approval ~~requested~~ by the Board and/or the administration.
- ~~3.4. Reviewing~~ the reliability and integrity of financial and operating information ~~and the means used to identify, measure, classify, and report such information.~~
- ~~4.5. Reviewing~~ the internal control systems established to ensure compliance with ~~those laws, regulations, policies, plans, and procedures, laws, and regulations that~~ which could have a significant impact on District operations and programs ~~reports and whether the District is in compliance.~~
- ~~5.6. Reviewing~~ the means of safeguarding assets, and ~~as appropriate, verifying~~ the existence of such assets.
- ~~6.7. Reviewing~~ and appraising the economy and efficiency with which resources are employed.
- ~~7.8. Reviewing~~ operations or programs to ~~ascertain~~ determine whether results are consistent with established objectives and

goals and whether the operations or programs are being carried out as planned.

~~8-9.~~ Issuing periodic reports to the Board and the administration in a timely manner, summarizing the results of audit activities through a transparent and objective reporting process.

~~9-10.~~ Establishing a system to follow-up on reportable conditions in order to ensure that these inadequate conditions are satisfactorily addressed and/or resolved by the District administration.

~~10-11.~~ Performing consulting services, beyond internal auditing assurance services, to assist the administration in meeting its objectives. Examples may include facilitation, reviewing process design, training, and advisory services.

~~11-12.~~ Coordinating audit efforts and provide assistance to with independent and external auditors, as well as with any outside including auditors from regulatory agencies.

~~12-13.~~ Assisting in the investigation of any suspected fraudulent activities within the District.

~~13.~~ Establishing a quality assurance program by which the District's internal auditor ensures the quality of operations as well as to ensure the internal auditor function complies with the Institute of Internal Auditors' Code of Ethics and International Standards for the Professional Practice of Internal Auditing.

14. Keeping the Board and the senior administration informed of emerging trends, potential risks, and and successful practices in internal control issues auditing.

15. Annually rReviewing and revising the internal audit charter annually or as necessary.

16. Disclosing to the Board any personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities and the best interest of the District.

Quality Assurance

~~16.~~ Internal Audit will establish a quality assurance program and retain comprehensive records to ensure that internal audit activities are performed in compliance with IIA Standards to the extent possible with available resources.

External Audit

Selection of Audit
Firm

The District shall contract with a certified public accounting firm that has sufficient resources and capabilities to audit the financial statements of the District.

Proposals for audit services shall be solicited as deemed appropriate. However, a rotation of the audit firm will be required at the end of a five-year period.

The audit firm under contract for the District's audit needs may not be simultaneously engaged to perform other technical or administrative services unrelated to the audit function.

Board of Trustees

Meeting Date: August 23, 2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Rachel Lucero, Internal Auditor

Signature of Requester(s)

Rachel Lucero, Internal Auditor

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):

